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

In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2018A Bonds (as defined herein) will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Series 2018A Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations for taxable years that began prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2018A Bonds.

$11,405,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT

$2,225,000 Special Assessment Bonds, Series 2018A-1	$5,480,000 Special Assessment Bonds, Series 2018A-2	$2,735,000 Special Assessment Bonds, Series 2018A-3	$965,000 Special Assessment Bonds, Series 2018A-4

Dated: Date of Original Issuance **Due: As shown on inside cover**

The Canopy Community Development District (the "District" or "Issuer") is issuing (i) $2,225,000 in aggregate principal amount of its Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds"), (ii) $5,480,000 in aggregate principal amount of its Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A-1/2 Bonds"), (iii) $2,735,000 in aggregate principal amount of its Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds"), and (iv) $965,000 in aggregate principal amount of its Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds" and, together with the Series 2018A-3 Bonds and Series 2018A-1/2 Bonds, the "Series 2018A Bonds") pursuant to a Master Trust Indenture (the "Master Indenture"), as amended and supplemented from time to time, particularly as supplemented by the: (i) First Supplemental Trust Indenture (the "First Supplemental Indenture") related to the Series 2018A-1/2 Bonds, (ii) Second Supplemental Trust Indenture (the "Second Supplemental Indenture") related to the Series 2018A-3 Bonds, and (iii) Third Supplemental Trust Indenture related to the Series 2018A-4 Bonds (the "Third Supplemental Indenture" and, collectively with the First Supplemental Indenture and the Second Supplemental Indenture, the "Supplemental Indentures" and, together with the Master Indenture, the "Indenture"), each dated as of November 1, 2018, and each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A – FORMS OF MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, SECOND SUPPLEMENTAL INDENTURE, AND THIRD SUPPLEMENTAL INDENTURE," attached hereto.

The Series 2018A Bonds are being issued only in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof; provided, however, that the Series 2018A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

The Series 2018A Bonds will bear interest at the fixed rates set forth on the inside front cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2019. The Series 2018A Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2018A Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018A Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to DTC's Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2018A 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 2018A Bond. See "DESCRIPTION OF THE SERIES 2018A BONDS - Book-Entry Only System" herein.

The District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City") on April 5, 2017, and effective on May 24, 2017. The Series 2018A Bonds are being issued by the District pursuant to the Act, and Resolution No. 2018-01 adopted by the Board of Supervisors of the District (the "Board") on October 23, 2017, as supplemented by Resolution No. 2018-07 adopted by the Board on May 1, 2018 (collectively, the "Resolution").

Proceeds of the Series 2018A-1/2 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-1/2 Project"), (b) fund a deposit to the Series 2018A-1 Debt Service Reserve Account in the amount of the Series 2018A-1 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-1/2 Bonds.

Proceeds of the Series 2018A-3 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-3 Project"), (b) fund a deposit to the Series 2018A-3 Debt Service Reserve Account in the amount of the Series 2018A-3 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-3 Bonds.

Proceeds of the Series 2018A-4 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-4 Project"), (b) fund a deposit to the Series 2018A-4 Debt Service Reserve Account in the amount of the Series 2018A-4 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-4 Bonds. See "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds and the Series 2018A-4 Bonds are payable from and secured solely by the Series 2018A-1/2 Pledged Revenues, the Series 2018A-3 Pledged Revenues and the Series 2018A-4 Pledged Revenues, respectively (collectively, the "Pledged Revenues"), pursuant to the terms of the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, respectively.

The "Series 2018A-1/2 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-1/2 Special Assessments (as defined herein) levied and collected on portions of District Lands (as defined herein) benefited by the Series 2018A-1/2 Project ("Assessment Area 2"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-1/2 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-1/2 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-1/2 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-3 Bonds or Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act, and further provided, however, that the Series 2018A-1 Debt Service Reserve Account shall only secure the Series 2018A-1 Bonds. The Series 2018A-2 Bonds are not secured by a Debt Service Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The "Series 2018A-3 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-3 Special Assessments (as defined herein) levied and collected on portions of District Lands benefited by the Series 2018A-3 Project ("Assessment Area 3"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-3 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The "Series 2018A-4 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-4 Special Assessments (as defined herein) levied and collected on portions of District Lands benefited by the Series 2018A-4 Project ("Assessment Area 1" and, collectively with Assessment Area 2 and Assessment Area 3, the "Series 2018A Lands"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-4 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-4 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-3 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The Series 2018A Bonds are subject to redemption at the times and in the amounts as described herein. See "DESCRIPTION OF THE SERIES 2018A BONDS - Redemption Provisions" herein.

THE SERIES 2018A-1/2 BONDS, THE SERIES 2018A-3 BONDS AND THE SERIES 2018A-4 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018A-1/2 PLEDGED REVENUES, THE SERIES 2018A-3 PLEDGED REVENUES, AND THE SERIES 2018A-4 PLEDGED REVENUES, RESPECTIVELY, PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, LEON COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION (I) SERIES 2018A-1 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-1 BONDS (THE "SERIES 2018A-1 SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 2, (II) SERIES 2018A-2 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-2 BONDS (THE "SERIES 2018A-2 SPECIAL ASSESSMENTS" AND, TOGETHER WITH THE SERIES 2018A-1 SPECIAL ASSESSMENTS, THE "SERIES 2018A-1/2 SPECIAL ASSESSMENTS") ALSO COMPRISING ASSESSMENT AREA 2, (III) SERIES 2018A-3 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-3 BONDS (THE "SERIES 2018A-3 SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 3, AND (IV) SERIES 2018A-4 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-4 BONDS (THE "SERIES 2018A-4 SPECIAL ASSESSMENTS" AND, COLLECTIVELY WITH THE SERIES 2018A-1/2 SPECIAL ASSESSMENTS AND THE SERIES 2018A-3 SPECIAL ASSESSMENTS, THE "SERIES 2018A SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 1. THE SERIES 2018A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2018A 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 this offering to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018A Bonds. The Series 2018A Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2018A Bonds.

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

The sale of the Series 2018A Bonds to the initial purchasers is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel, as to the validity of the Series 2018A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida. Greenberg Traurig, P.A., Orlando, Florida, is serving as Underwriter's Counsel. Certain legal matters will be passed upon for the Trustee by its counsel Holland & Knight LLP, Miami, Florida. Certain legal matters will be passed upon for the Developer by its counsel, Manausa Law Firm, P.A., Tallahassee, Florida. It is expected that the Series 2018A Bonds will be delivered in book-entry only form through the facilities of DTC on or about November 8, 2018.

MBS Capital Markets, LLC

Dated: October 31, 2018

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

$2,225,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-1

$930,000 - 6.000% Series 2018A-1 Term Bond due May 1, 2038,
Yield 6.000%, Price 100.000 CUSIP No. 13803C AN5[†]

$1,295,000 - 6.150% Series 2018A-1 Term Bond due May 1, 2049,
Yield 6.150%, Price 100.000 CUSIP No. 13803C AP0[†]

$5,480,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-2

$5,480,000 - 6.150% Series 2018A-2 Term Bond due May 1, 2049,
Yield 6.150%, Price 100.000 CUSIP No. 13803C AQ8[†]

[†] CUSIP numbers have been assigned to the Series 2018A Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2018A Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

$2,735,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-3

$2,735,000 - 6.250% Series 2018A-1 Term Bond due May 1, 2049,
Yield 6.250%, Price 100.000 CUSIP No. 13803C AT2[†]

$965,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS,
SERIES 2018A-4

$435,000 - 5.000% Series 2018A-1 Term Bond due May 1, 2038,
Yield 5.000%, Price 100.000 CUSIP No. 13803C AW5 [†]

$530,000 - 5.150% Series 2018A-1 Term Bond due May 1, 2049,
Yield 5.150%, Price 100.000 CUSIP No. 13803C AX3[†]

[†] CUSIP numbers have been assigned to the Series 2018A Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2018A Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

CANOPY COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Tom Asbury, Chairperson*
Gregg Patterson, Vice-Chairperson
Colson Hosford, Assistant Secretary
John "Al" Russell, Assistant Secretary
Colleen Castille, Assistant Secretary

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services, LLC
Orlando, Florida

DISTRICT COUNSEL

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

BOND COUNSEL

Bryant Miller Olive P.A.
Tallahassee, Florida

CONSULTING ENGINEER

Greenman-Pedersen, Inc.
Tallahassee, Florida

* Employee of an affiliate of the Developer.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT, THE STATE OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE SERIES 2018A BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER (AS DEFINED HEREIN), WHICH ARE BELIEVED BY THE DISTRICT AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. 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 IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER SINCE THE DATE HEREOF.

THE SERIES 2018A BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2018A BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY BE REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, WILL HAVE PASSED UPON THE MERITS OF THE SERIES 2018A BONDS OR THE ACCURACY OR COMPLETENESS 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. 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 OR REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OR ANY PROVISIONS OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE DISTRICT'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE DISTRICT, ARE FOR INFORMATIONAL 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 LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

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APPENDIX E: FORM OF CONTINUING DISCLOSURE AGREEMENT

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LIMITED OFFERING MEMORANDUM

$11,405,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT

$2,225,000 Special Assessment Bonds, Series 2018A-1	$5,480,000 Special Assessment Bonds, Series 2018A-2	$2,735,000 Special Assessment Bonds, Series 2018A-3	$965,000 Special Assessment Bonds, Series 2018A-4

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page, and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Canopy Community Development District (the "District" or "Issuer") of: (i) $2,225,000 in aggregate principal amount of Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds"), (ii) $5,480,000 in aggregate principal amount of Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A-1/2 Bonds"), (iii) $2,735,000 in aggregate principal amount of Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds"), and (iv) $965,000 in aggregate principal amount of Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds" and, collectively with the Series 2018A-3 Bonds and Series 2018A-1/2 Bonds, the "Series 2018A Bonds"). The District is a local unit of special-purpose government of the State of Florida (the "State"), duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City") on April 5, 2017, and effective on May 24, 2017. The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the District and related professional fees and other costs. For more complete information about the District, its governing board and professionals, see "THE DISTRICT" herein.

The Series 2018A Bonds are being issued by the District pursuant to the Act, Resolution No. 2018-01 as supplemented by Resolution No. 2018-07, adopted by the Board of Supervisors of the District (the "Board"), on October 23, 2017 and May 1, 2018, respectively (collectively, the "Resolution"), and a Master Trust Indenture (the "Master Indenture"), as amended and supplemented from time to time, particularly as supplemented by the: (i) First Supplemental Trust Indenture (the "First Supplemental Indenture") related to the Series 2018A-1/2 Bonds, (ii) Second Supplemental Trust Indenture (the "Second Supplemental Indenture") related to the Series 2018A-3 Bonds, and (iii) Third Supplemental Trust Indenture (the "Third Supplemental Indenture" and, collectively with the First Supplemental Indenture and the Second Supplemental Indenture, the "Supplemental Indentures" and, together with the Master Indenture, the "Indenture") related to the Series 2018A-4 Bonds, each dated as of November 1, 2018, and each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). 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. See "APPENDIX A – FORMS OF MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, SECOND SUPPLEMENTAL INDENTURE, AND THIRD SUPPLEMENTAL INDENTURE " attached hereto.

Proceeds of the Series 2018A-1/2 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-1/2 Project"), (b) fund a deposit to the Series 2018A-1 Debt Service Reserve Account in the amount of the Series 2018A-1 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-1/2 Bonds.

Proceeds of the Series 2018A-3 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-3 Project"), (b) fund a deposit to the Series 2018A-3 Debt Service Reserve Account in the amount of the Series 2018A-3 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-3 Bonds.

Proceeds of the Series 2018A-4 Bonds will be applied to: (a) pay a portion of the costs of the Series 2018A Project (the "Series 2018A-4 Project"), (b) fund a deposit to the Series 2018A-4 Debt Service Reserve Account in the amount of the Series 2018A-4 Debt Service Reserve Account Requirement, and (c) pay the costs of issuance of the Series 2018A-4 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2018A PROJECT' herein.

The Series 2018A Bonds are subject to redemption at the times and in the amounts as described herein. See "DESCRIPTION OF THE SERIES 2018A BONDS - Redemption Provisions" herein.

THE SERIES 2018A BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2018A BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2018A BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2018A BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN. OTHER THAN AS REFERENCED IN THE SECTION CAPTIONED "SUITABILITY FOR INVESTMENT" HEREIN, NO PERSON HAS BEEN AUTHORIZED BY THE DISTRICT 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. THE SERIES 2018A BONDS ARE NOT CREDIT ENHANCED OR RATED AND NO APPLICATION HAS BEEN MADE FOR SUCH.

The Development is located wholly within the master-planned community known as Canopy (the "Development"), which encompasses approximately 505.7 acres and is located within the City. The District boundaries encompass approximately 424 gross acres (the "District Lands") located entirely within the boundaries of the Development. The District Lands are entirely contained within the boundaries of, and are part of, the Canopy Planned Unit Development (the "PUD") which is planned to include various land uses and up to 1,001 residential single family units to be constructed in approximately seven development units and a church/religious facility located in Assessment Area 2. All commercial and multi-family uses are outside of the District Lands. See "THE DEVELOPMENT" and "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT" herein.

The Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds and the Series 2018A-4 Bonds are payable from and secured solely by the Series 2018A-1/2 Pledged Revenues, the Series 2018A-3 Pledged Revenues and the Series 2018A-4 Pledged Revenues, respectively (collectively, the "Pledged Revenues"), pursuant to the terms of the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, respectively.

The "Series 2018A-1/2 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-1/2 Special Assessments (as defined herein) levied and collected on portions of District Lands benefited by the Series 2018A-1/2 Project ("Assessment Area 2"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-1/2 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-1/2 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-1/2 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-3 Bonds or Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act, and further provided, however, that the Series 2018A-1 Debt Service Reserve Account shall only secure the Series 2018A-1 Bonds. The Series 2018A-2 Bonds are not secured by a Debt Service Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The "Series 2018A-3 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-3 Special Assessments (as defined herein) levied and collected on portions of District Lands benefited by the Series 2018A-3 Project ("Assessment Area 3"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-3 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer

under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The "Series 2018A-4 Pledged Revenues" consist of (a) all revenues received by the District from the Series 2018A-4 Special Assessments (as defined herein) levied and collected on portions of District Lands benefited by the Series 2018A-4 Project ("Assessment Area 1" and, collectively with Assessment Area 2 and Assessment Area 3, the "Series 2018A Lands"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-4 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-4 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-3 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The District and the Developer have covenanted in the Indenture to comply with the continuing disclosure requirements contained in the Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The Developer has covenanted on behalf of itself and its respective successors and assigns to provide certain information regarding the Development to the District each calendar quarter so long as the Developer or its successors or assigns are an Obligated Person (as defined in the Continuing Disclosure Agreement). See "CONTINUING DISCLOSURE" herein and "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

There follows in this Limited Offering Memorandum a brief description of the District, the Developer, the Development, the Series 2018A Project (as defined herein) and summaries of the terms of the Series 2018A Bonds, the Indenture, the Series 2018A Special Assessments and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2018A Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. Forms of the Master Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture appear in Appendix A attached hereto. Copies of the Engineer's Reports (as hereinafter defined) are provided in Appendix C attached hereto. Copies of the Assessment Methodology (as hereinafter defined) are provided in Appendix D attached hereto.

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

DESCRIPTION OF THE SERIES 2018A BONDS

General Description

The Series 2018A Bonds will be dated, will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the cover page of this Limited Offering Memorandum. Interest on the Series 2018A Bonds will be payable semi-annually on each May 1 and November 1, commencing May 1, 2019 until maturity or prior redemption. U.S. Bank National Association is the initial Trustee, Paying Agent and Registrar for the Series 2018A Bonds.

The Series 2018A Bonds will be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof; provided that the Series 2018A Bonds will be deliverable to the initial purchasers in denominations of $100,000 or any integral multiple of $5,000 in excess thereof.

Upon initial issuance, the ownership of the Series 2018A Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2018A Bonds will be made in book-entry only form. The Series 2018A Bonds will initially be offered and sold only to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2018A Bonds. See "DESCRIPTION OF THE SERIES 2018A BONDS - Book-Entry Only System" and "SUITABILITY FOR INVESTMENT" below.

Redemption Provisions

Series 2018A-1/2 Bonds

Optional Redemption. The Series 2018A-1 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-1 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-1 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

The Series 2018A-2 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-2 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-2 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2018A-1 Bond maturing May 1, 2038, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2020	$25,000	2030	$50,000
2021	30,000	2031	50,000
2022	30,000	2032	55,000
2023	35,000	2033	60,000
2024	35,000	2034	65,000
2025	35,000	2035	65,000
2026	40,000	2036	70,000
2027	40,000	2037	75,000
2028	45,000	2038*	80,000
2029	45,000		

* Final Maturity.

The Series 2018A-1 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2039	$ 85,000	2045	$125,000
2040	90,000	2046	130,000
2041	95,000	2047	140,000
2042	100,000	2048	150,000
2043	110,000	2049*	155,000
2044	115,000		

* Final Maturity.

The Series 2018A-2 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2022	$ 75,000	2036	$180,000
2023	80,000	2037	190,000
2024	85,000	2038	200,000
2025	90,000	2039	215,000
2026	95,000	2040	230,000
2027	100,000	2041	245,000
2028	110,000	2042	260,000
2029	115,000	2043	275,000
2030	125,000	2044	295,000
2031	130,000	2045	310,000
2032	140,000	2046	330,000
2033	150,000	2047	350,000
2034	160,000	2048	375,000
2035	170,000	2049*	400,000

* Final Maturity.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-1 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-1 Prepayments deposited into the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund following the payment in whole or in part of Series 2018A-1 Special Assessments on any portion of the Series 2018A-1/2 Lands in accordance with the provisions of Section 4.05(a) of the First Supplemental Indenture, including any excess moneys transferred from the Series 2018A-1 Debt Service Reserve Account to the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund resulting from such Series 2018A-1 Prepayment pursuant to Section 4.01(f)(ii) of the First Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-1/2 Project, by application of moneys remaining in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-1/2 Project, which has been transferred as specified in the First Supplemental Indenture to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-1 Special Assessments and applied toward the redemption of the Series 2018A-1 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-1/2 Project to a governmental entity under threat of condemnation by such governmental entity

and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-1/2 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(c)(iii) of the First Supplemental Indenture) in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-1/2 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(c)(iv) of the First Supplemental Indenture) which moneys shall be applied by the Issuer to redeem Series 2018A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-1 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-1/2 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-1 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-1 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

The Series 2018A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-2 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-2 Prepayments deposited into the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund following the payment in whole or in part of Series 2018A-2 Special Assessments on any portion of the Series 2018A-1/2 Lands in accordance with the provisions of Section 4.05(a) of the First Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-1/2 Project, and so long as no Series 2018A-1 Bonds remain Outstanding, by application of moneys remaining in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-1/2 Project, which has been transferred as specified in Section 4.01(a) of the First Supplemental Indenture to the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund, credited toward extinguishment of the Series

2018A-2 Special Assessments and applied toward the redemption of the Series 2018A-2 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-1/2 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-1/2 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-1/2 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2018A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-2 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-1/2 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-2 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-2 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

Although the Developer is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2018A-2 Assessments prior to the stated maturity. See "THE DEVELOPMENT – Absorptions" herein for the projected retail absorption schedule.

Series 2018A-3 Bonds

Optional Redemption. The Series 2018A-3 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-3 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-3 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2018A-3 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from

moneys in the Series 2018A-3 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2022	$35,000	2036	$ 90,000
2023	40,000	2037	95,000
2024	40,000	2038	100,000
2025	45,000	2039	110,000
2026	50,000	2040	115,000
2027	50,000	2041	120,000
2028	55,000	2042	130,000
2029	55,000	2043	140,000
2030	60,000	2044	145,000
2031	65,000	2045	155,000
2032	70,000	2046	165,000
2033	75,000	2047	175,000
2034	80,000	2048	190,000
2035	85,000	2049*	200,000

* Final Maturity.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-3 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-3 Prepayments deposited into the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund following the payment in whole or in part of Series 2018A-3 Special Assessments on any portion of the Series 2018A-3 Lands in accordance with the provisions of Section 4.05(a) of the Second Supplemental Indenture, including any excess moneys transferred from the Series 2018A-3 Debt Service Reserve Account to the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund resulting from such Series 2018A-3 Prepayment pursuant to Section 4.01(f)(ii) of the Second Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-3 Project, by application of moneys remaining in the Series 2018A-3 Acquisition and Construction Accounts of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-3 Project, which has been transferred as specified in Section 4.01(a) of the Second Supplemental Indenture to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-3 Special Assessments and applied toward the redemption of the Series 2018A-3 Bonds in accordance with the manner it has credited

such excess moneys toward extinguishment of Series 2018A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2018A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-3 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-3 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-3 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-3 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

Series 2018A-4 Bonds

Optional Redemption. The Series 2018A-4 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-4 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-4 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2018A-4 Bond maturing May 1, 2038, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-4 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2020	$15,000	2030	$25,000
2021	15,000	2031	25,000
2022	15,000	2032	25,000
2023	15,000	2033	25,000
2024	15,000	2034	30,000
2025	20,000	2035	30,000
2026	20,000	2036	30,000
2027	20,000	2037	35,000
2028	20,000	2038*	35,000
2029	20,000		

* Final Maturity.

Mandatory Sinking Fund Redemption. The Series 2018A-4 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-4 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2039	$35,000	2045	$50,000
2040	40,000	2046	55,000
2041	40,000	2047	55,000
2042	45,000	2048	60,000
2043	45,000	2049*	60,000
2044	45,000		

* Final Maturity.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-4 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-4 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-4 Prepayments deposited into the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund following the payment in whole or in part of Series 2018A-4 Special Assessments on any portion of the Series 2018A-4 Lands in accordance with the provisions of Section 4.05(a) of the Third Supplemental Trust Indenture, including any excess moneys transferred from the Series 2018A-4 Debt Service Reserve Account to the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund resulting from such Series 2018A-4 Prepayment pursuant to Section 4.01(f)(ii) of the Third Supplemental Trust Indenture.

(ii) on or after the Completion Date of the Series 2018A-4 Project, by application of moneys remaining in the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-4 Project, which has been transferred as specified in Section 4.01(a) of the Third Supplemental Indenture to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-4 Special Assessments and applied toward the redemption of the Series 2018A-4 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-4 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-4 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-4 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-4 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-4 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-4 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2018A-4 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-4 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-4 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-4 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-4 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

Series 2018A Bonds

Partial Redemption of Bonds. If less than all of the Series 2018A Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. Partial redemptions of Series 2018A Bonds shall be made in such a manner that the remaining Series 2018A Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2018A Bond of each maturity.

Notice of Redemption

The Trustee shall cause notice of redemption to be given by Electronic Means (as defined in the Indenture) or mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all registered owners of Series 2018A Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Series 2018A Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Series 2018A Bonds shall be called for redemption, the notice of redemption shall specify the Series 2018A Bonds to be redeemed (and, in the case of partial redemption, the respective principal amounts) of the Series 2018A Bonds to be redeemed. On the redemption date, the Series 2018A Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Series 2018A Bonds shall cease to be entitled to any benefit under the Indenture and such Series 2018A Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Series 2018A Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If at the time of mailing of notice of an redemption the District shall not have deposited with the Trustee moneys sufficient to redeem all the Series 2018A Bonds called for redemption, then the notice of redemption shall state that the redemption or purchase, as appropriate, is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited. The notice shall further specify any other condition to be met prior to the redemption of Series 2018A Bonds. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Series 2018A Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Series 2018A Bonds for which such funds are sufficient, selecting the Series 2018A Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Book-Entry Only System

The information in this caption concerning The Depository Trust Company, New York, New York, ("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 2018A Bonds. The Series 2018A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2018A Bond certificate will be issued for each maturity of the Series 2018A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing

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

Purchases of Series 2018A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2018A 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 2018A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018A Bonds, except in the event that use of the book-entry system for the Series 2018A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2018A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018A 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 2018A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

Beneficial Owners of Series 2018A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2018A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2018A Bond documents. For example, Beneficial Owners of Series 2018A Bonds may wish to ascertain that the nominee holding the Series 2018A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2018A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018A 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 2018A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2018A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2018A Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2018A Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2018A Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system information has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2018A 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 2018A 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 2018A BONDS

General

THE SERIES 2018A-1/2 BONDS, THE SERIES 2018A-3 BONDS AND THE SERIES 2018A-4 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2018A-1/2 PLEDGED REVENUES, THE SERIES 2018A-3 PLEDGED REVENUES AND THE SERIES 2018A-4 PLEDGED REVENUES, RESPECTIVELY, PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, LEON COUNTY, FLORIDA (THE "COUNTY"), THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2018A BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION (I) SERIES 2018A-1 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-1 BONDS (THE "SERIES 2018A-1 SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 2, (II) SERIES 2018A-2 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-2 BONDS (THE "SERIES 2018A-2 SPECIAL ASSESSMENTS" AND, TOGETHER WITH THE SERIES 2018A-1 SPECIAL ASSESSMENTS, THE "SERIES 2018A - 1/2 SPECIAL ASSESSMENTS") ALSO COMPRISING ASSESSMENT AREA 2, (III) SERIES 2018A-3 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-3 BONDS (THE "SERIES 2018A-3 SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 3, AND (IV) SERIES 2018A-4 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2018A-4 BONDS (THE "SERIES 2018A-4 SPECIAL ASSESSMENTS" AND, COLLECTIVELY WITH THE SERIES 2018A -1/2 SPECIAL ASSESSMENTS AND THE SERIES 2018A-3 SPECIAL ASSESSMENTS, THE "SERIES 2018A SPECIAL ASSESSMENTS") COMPRISING ASSESSMENT AREA 1. THE SERIES 2018A BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds and the Series 2018A-4 Bonds are payable from and secured solely by the Pledged Revenues, pursuant to the terms of the First

Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, respectively.

The Series 2018A-1/2 Pledged Revenues consist of (a) all revenues received by the District from the Series 2018A-1/2 Special Assessments levied and collected on portions of District Lands (as defined herein) benefited by the Series 2018A-1/2 Project (as defined herein) ("Assessment Area 2"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-1/2 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-1/2 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-1/2 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-3 Bonds or Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act, and further provided, however, that the Series 2018A-1 Debt Service Reserve Account shall only secure the Series 2018A-1 Bonds. The Series 2018A-2 Bonds are not secured by a Debt Service Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The Series 2018A-3 Pledged Revenues consist of (a) all revenues received by the District from the Series 2018A-3 Special Assessments levied and collected on portions of District Lands benefited by the Series 2018A-3 Project (as defined herein) ("Assessment Area 3"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Series 2018A-3 Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-4 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The Series 2018A-4 Pledged Revenues consist of (a) all revenues received by the District from the Series 2018A-4 Special Assessments levied and collected on portions of District Lands benefited by the Series 2018A-4 Project (as defined herein) ("Assessment Area 1" and, collectively with Assessment Area 2 and Assessment Area 3, the "Series 2018A Lands"), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-4 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-4 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (i) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-3 Bonds, (ii) any moneys transferred to the Rebate Fund, or investment earnings thereon and (iii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance

special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The following table provides a summary of the respective planned land uses for the Series 2018A Lands relating to each Series of Series 2018A Bonds.

Assessment Area	Planned Land Uses	Series of Bonds
1	93 single family residential platted lots	Series 2018A-4 Bonds
2	257 single family residential lots and a church/religious facility	Series 2018A-1/2 Bonds
3	651 single family residential lots*	Series 2018A-3 Bonds

* Subject to the planned PUD Amendment for an additional 104 residential units. See "THE DEVELOPMENT" herein for more information regarding the planned PUD Amendment.

Proceeds of the Series 2018A Bonds are not expected to fund the infrastructure necessary for lot development within Assessment Area 3.

The District has covenanted in the respective Supplemental Indentures that it shall levy Series 2018A Special Assessments in the amount necessary to pay the Debt Service Requirement on the respective Series of Series 2018A Bonds and enforce such Series 2018A Special Assessments pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The District has covenanted in the respective Supplemental Indenture that it shall, within five Business Days of receipt thereof, pay to the Trustee for deposit in the (i) Series 2018A-1 Revenue Account all Series 2018A-1 Special Assessments, (ii) Series 2018A-2 Revenue Account all Series 2018A-2 Special Assessments, (iii) Series 2018A-3 Revenue Account all Series 2018A-3 Special Assessments, and (iv) Series 2018A-4 Revenue Account all Series 2018A-4 Special Assessments received by the District for the payment of the respective Series 2018A Bonds; provided, however, that amounts received as prepayments of Series 2018A Special Assessments and any amounts received under a "true-up" or similar agreement shall be deposited directly into the (i) Series 2018A-1 Prepayment Account, (ii) Series 2018A-2 Prepayment Account, (iii) Series 2018A-3 Prepayment Account, and (iv) Series 2018A-4 Prepayment Account, as applicable.

The respective Pledged Revenues are immediately subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund.

Non-ad valorem assessments are not based on millage and can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. Series 2018A Special Assessments also consist of amounts received from any foreclosure or other court proceeding for the enforcement of collection of the Series 2018A Special Assessments or from the

issuance and sale of tax certificates with respect to such Series 2018A Special Assessments, less the fees and costs of collection thereof payable to the Tax Collector or other collection agent and less certain administrative costs payable to the Property Appraiser.

If any Series 2018A Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2018A Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2018A Special Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2018A Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (b) in its sole discretion, make up the amount of such Series 2018A Special Assessment from any legally available moneys, which moneys shall be deposited into the (i) Series 2018A-1 Revenue Account as it relates to the Series 2018A-1 Special Assessments, (ii) Series 2018A-2 Revenue Account as it relates to the Series 2018A-2 Special Assessments, (iii) Series 2018A-3 Revenue Account as it relates to the Series 2018A-3 Special Assessments, and (iv) Series 2018A-4 Revenue Account as it relates to the Series 2018A-4 Special Assessments. In case such subsequent Series 2018A Special Assessment shall be annulled, the District shall obtain and make other Series 2018A Special Assessments until a valid Series 2018A Special Assessment shall be made.

Developer Prepayment Waiver

Pursuant to Florida law, the owner of property subject to Series 2018A Special Assessments may pay the entire balance of the Series 2018A Special Assessments used to finance the improvements remaining due within thirty (30) days after the improvements have been completed and the Board has adopted a resolution accepting the improvements as provided by Section 170.09, Florida Statutes, as amended, without interest. The Developer will waive this right in writing prior to closing.

Additional Covenant Regarding Special Assessments

In addition to, and not in limitation of, the covenants contained in the Indentures, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A Special Assessments, including the Assessment Resolutions (as defined in the Indenture) and the Assessment Methodology, and to levy the Series 2018A Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A Bonds, when due. The Assessment Methodology shall not be amended without written consent of the Majority Owners (as defined in the Indenture) of the Series 2018A Bonds secured by the specific assessment area(s) to be affected by such amendment.

No Parity Bonds; Limitation on Parity Liens

Series 2018A-1/2 Bonds

The District covenants and agrees that so long as there are any Series 2018A-1/2 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2018A-1/2 Pledged Revenues, except for refunding bonds. The District further covenants and

agrees that so long as the Series 2018A-1/2 Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-1/2 Special Assessments without the consent of the Majority Owners of the Series 2018A-1/2 Bonds provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-1/2 Bonds.

Series 2018A-3 Bonds

The District covenants and agrees that so long as there are any Series 2018A-3 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2018A-3 Pledged Revenues, except for refunding bonds. The District further covenants and agrees that so long as the Series 2018A-3 Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-3 Special Assessments without the consent of the Majority Owners of the Series 2018A-3 Bonds; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-3 Bonds.

Series 2018A-4 Bonds

The District covenants and agrees that so long as there are any Series 2018A-4 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2018A-4 Pledged Revenues, except for refunding bonds. The District further covenants and agrees that so long as the Series 2018A-4 Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-4 Special Assessments without the consent of the Majority Owners of the Series 2018A-4 Bonds; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-4 Bonds.

Nothing in the Indenture shall be construed to prohibit the District from issuing or incurring any other bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2018A Special Assessments in the event of loss caused by damage or destruction of any component of the Capital Improvement Program owned by the District to the extent that the property insurance required by the Indenture is insufficient to repair all or a portion of the damage of such Capital Improvement Program, or a portion thereof.

Notably, the District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2018A Special Assessments without the consent of the Owners of the Series 2018A Bonds. Additionally, the District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2018A Special Assessments, on the

same lands upon which the Series 2018A Special Assessments are imposed, to fund the maintenance and operation of the District. See "BONDOWNERS' RISKS" herein.

Series 2018A Debt Service Reserve Accounts

Series 2018A-1 Debt Service Reserve Account. Proceeds of the Series 2018A-1 Bonds shall be deposited into the Series 2018A-1 Debt Service Reserve Account in an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-1 Bonds as set forth in the First Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-1 Bonds without privilege or priority of one Series 2018A-1 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in the First Supplemental Indenture.

On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2018A-1 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in the First Supplemental Indenture) above the Series 2018A-1 Debt Service Reserve Requirement, as follows: (a) prior to the Completion Date of the Series 2018A-1/2 Project, to the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund, and (b) on and after the Completion Date of the Series 2018A-1/2 Project, such amounts shall be transferred to the Series 2018A-1 Revenue Account.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-1 Special Assessment or a Series 2018A-2 Special Assessment against such lot or parcel as provided in Section 4.05(a) of the First Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-1 Debt Service Reserve Requirement taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2018A-1 Debt Service Reserve Account in excess of the Series 2018A-1 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-1 Debt Service Reserve Account to the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund, as a credit against the Series 2018A-1 Prepayment, otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-1 Debt Service Reserve Account above the Series 2018A-1 Debt Service Reserve Requirement, as provided in the First Supplemental Indenture.

Earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall be disposed of as follows: (a) if as of the last date on which amounts on deposit in the Series 2018A-1 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-1 Debt Service Reserve Account or if after such date withdrawals have been made from the Series 2018A-1 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall be deposited

to the credit of the Series 2018A-1 Debt Service Reserve Account until the amounts on deposit therein equals the Series 2018A-1 Debt Service Reserve Requirement; and (b) as long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured or waived) and the amount in the Series 2018A-1 Debt Service Reserve Account is not reduced below the then Series 2018A-1 Debt Service Reserve Requirement then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-1/2 Project, to the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2018A-1/2 Project, to the Series 2018A-1 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall remain in such account.

Series 2018A-2 Debt Service Reserve Account. The Series 2018A-2 Bonds are not secured by any Debt Service Reserve Account.

Series 2018A-3 Debt Service Reserve Account. Proceeds of the Series 2018A-3 Bonds shall be deposited into the Series 2018A-3 Debt Service Reserve Account in in an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-3 Bonds as set forth in the Second Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-3 Bonds, without privilege or priority of one Series 2018A-3 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein.

On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2018A-3 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in Section 4.01(f)(ii) of the Second Supplemental Indenture) above the Series 2018A-3 Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Acquisition and Construction General Account, and (B) on and after the Completion Date of the Series 2018A-3 Project, such amounts shall be transferred to the Series 2018A-3 Revenue Account.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-3 Special Assessment against such lot or parcel as provided in Section 4.05(a) of the Second Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-3 Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2018A-3 Debt Service Reserve Account in excess of the Series 2018A-3 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-3 Debt Service Reserve Account to the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund, as a credit against the Series 2018A-3 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide

such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-3 Debt Service Reserve Account above the Series 2018A-3 Debt Service Reserve Requirement as provided in the Second Supplemental Indenture.

Earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall be disposed of as follows: (a) If as of the last date on which amounts on deposit in the Series 2018A-3 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-3 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2018A-3 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall be deposited to the credit of the Series 2018A-3 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2018A-3 Debt Service Reserve Requirement; and (b) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured or waived) and the amount in the Series 2018A-3 Debt Service Reserve Account is not reduced below the then Series 2018A-3 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Acquisition and Construction General Account, and (y) on and after the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall remain in such account.

Series 2018A-4 Debt Service Reserve Account. Proceeds of the Series 2018A-4 Bonds shall be deposited into the Series 2018A-4 Debt Service Reserve Account in an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-4 Bonds, as set forth in the Third Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-4 Bonds, without privilege or priority of one Series 2018A-4 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in the Third Supplemental Indenture. On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2018A-4 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in the Third Supplemental Indenture) above the Series 2018A-4 Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2018A-4 Project, such amounts shall be transferred to the Series 2018A-4 Revenue Account.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-4 Special Assessment against such lot or parcel as provided in Section 4.05(a) of the Third Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-4 Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount

on deposit in the Series 2018A-4 Debt Service Reserve Account in excess of the Series 2018A-4 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-4 Debt Service Reserve Account to the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund, as a credit against the Series 2018A-4 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-4 Debt Service Reserve Account above the Series 2018A-4 Debt Service Reserve Requirement as provided in the Third Supplemental Indenture.

Earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall be disposed of as follows: (a) If as of the last date on which amounts on deposit in the Series 2018A-4 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-4 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2018A-4 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall be deposited to the credit of the Series 2018A-4 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2018A-4 Debt Service Reserve Requirement; and (b) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured) and the amount in the Series 2018A-4 Debt Service Reserve Account is not reduced below the then Series 2018A-4 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall remain in such account.

Series 2018A Revenue Accounts

Series 2018A-1/2 Revenue Accounts. The Trustee shall transfer from amounts on deposit in the Series 2018A-1 Revenue Account and the Series 2018A-2 Revenue Account of the Revenue Fund, respectively, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the interest on the Series 2018A-1 Bonds and the Series 2018A- 2 Bonds, respectively, due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-1 Principal Account and the Series 2018A-2 Principal Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the principal amount of Series 2018A-1 Bonds and Series 2018A-2

Bonds, respectively, Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-1 Principal Account and the Series 2018A-2 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-1 Sinking Fund Account and Series 2018A-2 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the principal amount of Series 2018A-1 Bonds and Series 2018A-2 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2018A-1 Sinking Fund Account and the Series 2018A-2 Sinking Fund Account, respectively, not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-1 Debt Service Reserve Account an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-1 Debt Service Reserve Requirement;

FIFTH, prior to any date on which Series 2018A-1 Bonds and the Series 2018-2 Bonds are to be redeemed that is not an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-1 Bonds and the Series 2018-2 Bonds, respectively, to be redeemed; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-1 Revenue Account and the Series 2018A-2 Revenue Account, respectively, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-1 Revenue Account or Series 2018A-2 Revenue Account, as applicable, on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-1 Debt Service Reserve Account shall be equal to the Series 2018A-1 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

Series 2018A-3 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2018A-3 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-3 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2018A-3 Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-3 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-3 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-3 Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-3 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-3 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-3 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2018A-3 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-3 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-3 Debt Service Reserve Requirement;

FIFTH, prior to any other date on which Series 2018A-3 Bonds are to be redeemed that is not on an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-3 Bonds to be redeemed; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-3 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-3 Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-3 Debt Service Reserve Account shall be equal to the Series 2018A-3 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

Series 2018A-4 Revenue Account. The Trustee will transfer from amounts on deposit in the Series 2018A-4 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-4 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2018A-4 Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-4 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-4 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-4 Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-4 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-4 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-4 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2018A-4 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-4 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-4 Debt Service Reserve Requirement;

FIFTH, prior to any other date on which Series 2018A-4 Bonds are to be redeemed that is not on an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-4 Bonds to be redeemed; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-4 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-4 Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-4 Debt Service Reserve Account shall be equal to the Series 2018A-4 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

Bond Redemption Funds

Series 2018A-1/2 Bonds. Pursuant to the First Supplemental Indenture, all moneys to be deposited into the Series 2018A-1 Bond Redemption Fund shall be deposited to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund, and all moneys to be deposited into the Series 2018A-2 Bond Redemption Fund shall be deposited to the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund. Series 2018A-1 Prepayments and Series 2018A-2 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund and the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund, respectively, as provided in the Indenture.

Moneys in the Series 2018A-1 General Account and Series 2018A-2 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the

purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-1 General Account and the Series 2018A-2 General Account, respectively, to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) and 3.01(c)(ii), (iii), (iv) and (v) of the First Supplemental Indenture an amount of Series 2018A-1 Bonds or Series 2018A-2 Bonds, respectively, equal to the amount of money transferred to the Series 2018A-1 General Account or the Series 2018A-2 General Account, respectively, pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-1 Bonds or Series 2018A-2 Bonds that are subject to optional redemption pursuant to Section 3.01(a) of the First Supplemental Indenture such amount of Series 2018A-1 Bonds and Series 2018A-2 Bonds, respectively, as, with the redemption premium, if any, may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

Moneys in the (i) Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund and (ii) Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption as described in Section 3.01(b)(i) and 3.01(c)(i) of the First Supplemental Indenture an amount of Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, equal to the amount of money transferred to the Series 2018A-1 Prepayment Account and the Series 2018A-2 Prepayment Account pursuant to the aforesaid provision.

Series 2018A-3 Bonds. Pursuant to the Second Supplemental Indenture, all moneys to be deposited into the Series 2018A-3 Bond Redemption Fund shall be deposited to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund. Series 2018A-3 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund, as provided in the Indenture.

Moneys in the Series 2018A-3 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-3 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-3 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) of the Second Supplemental Indenture an amount of Series 2018A-3 Bonds

equal to the amount of money transferred to the Series 2018A-3 General Account pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-3 Bonds that are subject to optional redemption pursuant to Section 3.01(a) of the Second Supplemental Indenture such amount of Series 2018A-3 Bonds as may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

Moneys in the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption as described in Section 3.01(b)(i) of the Second Supplemental Indenture an amount of Series 2018A-3 Bonds equal to the amount of money transferred to the Series 2018A-3 Prepayment Account pursuant to the aforesaid provision.

Series 2018A-4 Bonds. Pursuant to the Second Supplemental Indenture, all moneys to be deposited into the Series 2018A-4 Bond Redemption Fund shall be deposited to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund. Series 2018A-4 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund, as provided in the Indenture.

Moneys in the Series 2018A-4 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-4 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-4 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) of the Third Supplemental Indenture an amount of Series 2018A-4 Bonds equal to the amount of money transferred to the Series 2018A-4 General Account pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-4 Bonds that are subject to optional redemption pursuant to Section 3.01(a) of the Third Supplemental Indenture such amount of Series 2018A-4 Bonds as, may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

Moneys in the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption as described in Section 3.01(b)(i) of the Third Supplemental Indenture an amount of Series 2018A-4 Bonds equal to the amount of money transferred to the Series 2018A-4 Prepayment Account pursuant to the aforesaid provision.

Acquisition and Construction Accounts

Series 2018A-1/2 Acquisition and Construction Account. Amounts on deposit in the Series 2018A-1/2 Acquisition and Construction Account will be applied to pay Costs of the Series 2018A-1/2 Project upon compliance with the requisition provisions set forth in the Indenture.

Anything in the Master Indenture and the First Supplemental Indenture to the contrary notwithstanding, when appropriate the Consulting Engineer will establish a Date of Completion for the Series 2018A-1/2 Project, and any balance remaining in the Series 2018A-1/2 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2018A-1/2 Project which are required to be reserved in the Series 2018A-1/2 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be transferred to and deposited into the Series 2018A-1/2 General Account of the Series 2018A-1/2 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-1/2 Bonds. When no funds remain in the Series 2018A-1/2 Acquisition and Construction Account, or any subaccount therein, that account shall be closed.

Upon the occurrence of an Event of Default with respect to the Series 2018A-1/2 Bonds, the Pledged Revenues may not be used by the District (whether to pay costs of the Series 2018A-1/2 Project, or otherwise) without the consent of the Majority Owners of the Series 2018A-1/2 Bonds.

Series 2018A-3 Acquisition and Construction Account. Amounts on deposit in the Series 2018A-3 Acquisition and Construction General Account (the "Series 2018A-3 Acquisition and Construction Account") will be applied to pay Costs of the Series 2018A-3 Project upon compliance with the requisition provisions set forth in the Indenture. See "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT" herein.

Anything in the Master Indenture and the Second Supplemental Indenture to the contrary notwithstanding, when appropriate the Consulting Engineer will establish a Date of Completion for the Series 2018A-3 Project, and any balance remaining in the Series 2018A-3 Acquisition and Construction Accounts (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2018A-3 Project which are required to be reserved in the Series 2018A-3 Acquisition and Construction Accounts in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be transferred to and deposited into the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-3 Bonds. When no funds remain in the Series 2018A-3 Acquisition and Construction Accounts, or any subaccount therein, that account shall be closed.

Upon the occurrence of an Event of Default with respect to the Series 2018A-3 Bonds, the Pledged Revenues may not be used by the District (whether to pay costs of the Series 2018A-3 Project, or otherwise) without the consent of the Majority Owners of the Series 2018A-3 Bonds.

Series 2018A-4 Acquisition and Construction Account. Amounts on deposit in the Series 2018A-4 Acquisition and Construction Account will be applied to pay Costs of the Series 2018A-4 Project upon compliance with the requisition provisions set forth in the Indenture.

Anything in the Master Indenture and the Third Supplemental Indenture to the contrary notwithstanding, when appropriate the Consulting Engineer will establish a Date of Completion for the Series 2018A-4 Project, and any balance remaining in the Series 2018A-4 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2018A-4 Project which are required to be reserved in the Series 2018A-4 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be transferred to and deposited into the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-4 Bonds. When no funds remain in the Series 2018A-4 Acquisition and Construction Account, or any subaccount therein, that account shall be closed.

Upon the occurrence of an Event of Default with respect to the Series 2018A-4 Bonds, the Pledged Revenues may not be used by the District (whether to pay costs of the Series 2018A-4 Project, or otherwise) without the consent of the Majority Owners of the Series 2018A-4 Bonds.

Collateral Assignment

In connection with the issuance of the Series 2018A Bonds, the Developer shall execute and deliver a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Developer represented, among other matters, that it controls or will control the master permits and entitlements for of the Development. Upon the occurrence of an Event of Default, as defined in the Collateral Assignment, the District shall have the right but not the obligation to exercise all of the Developer's rights and contract rights related to development of the Development now or hereafter existing (the "Development & Contract Rights"). The Collateral Assignment shall not apply to the extent that such Development & Contract Rights have been assigned, transferred, or otherwise conveyed to the City, the District, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity, as may be required by applicable permits, approvals, plats, entitlements or regulations or to the extent a Unit Parcel is conveyed to an end user. The Collateral Assignment runs with the land in the Development. Pursuant to the Indenture, the District will assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2018A Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment. A complete copy of the Collateral Assignment, as amended, may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

Completion Agreement

In connection with the issuance of the Series 2018A Bonds, the District and the Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Developer will agree to complete or provide funds to complete that portion of the Completion Project (as defined in the Engineer's Report), not funded with proceeds of the Series 2018A Bonds. Remedies for a default under the Completion Agreement include damages and/or specific performance. A complete copy of the Completion Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein. See "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT" herein.

True-Up Agreement

In connection with the issuance of the Series 2018A Bonds, the District and the Developer will enter into an agreement pursuant to which the Developer agrees to pay when requested by the District an amount of Series 2018A Special Assessments equal to the density reduction due to the Developer's failure to develop (or cause others to not develop) sufficient development units in all or a portion of the Development as described in the Assessment Methodology to allow the District to collect sufficient Series 2018A Special Assessments to meet its debt service obligations with respect to the Series 2018A Bonds or the Developer otherwise finalizes a plat of all or a portion of the Development in a manner which reduces, or will have the effect of reducing, the number and type of development units within all or a portion of the Development as contemplated by, and in accordance with, the Assessment Methodology (the "True-Up Agreement"). A complete copy of the True-Up Agreement may be obtained as described under "SUITABILITY FOR INVESTMENT" herein.

Indenture Provisions Relating to Bankruptcy or Insolvency of Developer

The Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel(s) subject to the Series 2018A Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"), except where such tax parcel shall be homestead property. For as long as any Series 2018A Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Series 2018A Bonds or the Series 2018A Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting the Series 2018A Bonds or for as long as any Series 2018A Bonds remain Outstanding. The District will agree in the Indenture that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The District further acknowledges and agrees that, although the Series 2018A Bonds may be issued by the District, the Owners of the Series 2018A Bonds are categorically a party with a financial stake in the transaction and, consequently, a party with a vested interest in a Proceeding.

Events of Default and Remedies

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2018A Bonds:

(a) if payment of any installment of interest on any Series 2018A Bond is not made when it becomes due and payable;

(b) if payment of the principal or Redemption Price of any Series 2018A Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption;

(c) if the District, for any reason, fails to, or is rendered incapable of fulfilling its obligations under the Indenture or under the Act;

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

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

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

(g) The Trustee withdraws more than twenty-five percent (25%) of the available funds from a Series Debt Service Reserve Account established to pay the Debt Service Requirements for the Series 2018A Bonds and such amount is not replenished within twelve (12) months of the date of withdrawal (including from collections of delinquent Special Assessments); or

(h) More than twenty-five percent (25%) of the operation and maintenance assessments levied and collected directly by the District on District Lands subject to the Special Assessments securing such Series 2018A Bonds are not paid by the date such are due and payable.

Upon the happening and continuance of any Event of Default, the Trustee or, if the Trustee is unwilling or unable to act, the Owners of not less than a majority in aggregate principal amount of the Series 2018A Bonds then Outstanding may protect and enforce the rights of the Owners of the Series 2018A Bonds under Florida law, and the Indenture and the Series 2018A Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the Indenture or in aid or execution of any power in the Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee or the Owners of the Series 2018A Bonds, as the case may be, shall deem most effectual to protect and enforce such rights. See "APPENDIX A – FORMS OF MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, SECOND SUPPLEMENTAL INDENTURE, AND THIRD SUPPLEMENTAL INDENTURE" attached hereto for more information regarding remedies upon an Event of Default.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2018A Bonds is the collection of Series 2018A Special Assessments imposed on assessable land within the Series 2018A Lands specially benefited by the Series 2018A Project pursuant to the Assessment Resolutions (as defined in the Indentures) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Special Assessment Proceedings"). See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D - ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Series 2018A Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Leon County Tax Collector ("Tax Collector") or the Leon County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2018A Special Assessments during any year. Such delays in the collection of Series 2018A Special Assessments, or complete inability to collect any Series 2018A Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018A Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2018A Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2018A Bonds.

For the Series 2018A Special Assessments to be valid, the Series 2018A Special Assessments must meet two requirements: (1) the benefit from the Series 2018A Project to the lands subject to the Series 2018A Special Assessments must exceed or equal the amount of the Series 2018A Special Assessments, and (2) the Series 2018A Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Methodology Consultant will

certify that these requirements have been met with respect to the Series 2018A Special Assessments. In the event that the Series 2018A Special Assessments are levied based on the assumptions that future contributions will be made, the Series 2018A Special Assessments may need to be reallocated in the event such contributions are not made.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Series 2018A Special Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2018A Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D - ASSESSMENT METHODOLOGY" attached hereto. As lands are developed, the Series 2018A Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2018A Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2018A Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2018A Special Assessments and the ability to foreclose the lien of such Series 2018A Special Assessments upon the failure to pay such Series 2018A Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2018A Special Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2018A Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies

with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2018A Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2018A Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2018A Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2018A Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2018A Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2018A Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2018A Bonds.

Under the Uniform Method, if the Series 2018A Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2018A Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2018A Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2018A Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2018A Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2018A Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2018A Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

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

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

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of the County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2018A Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2018A Special Assessments, which are the primary source of payment of

the Series 2018A 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."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments levied by a public authority or governmental body in the State. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2018A Bonds offered hereby. Investment in the Series 2018A Bonds poses certain economic risks. Prospective investors in the Series 2018A 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 2018A Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2018A Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2018A Bonds.

1. As of September 28, 2018, 53 units have been sold and closed with end users and the remaining lands are owned by the Developer, all of which will initially be subject to the Series 2018A Special Assessments securing the Series 2018A Bonds. Payment of the debt service on the Series 2018A Bonds is primarily dependent upon timely payment by the Developer and other respective landowners in the District of the Series 2018A Special Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" and "THE DEVELOPER" herein. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2018A Bonds as such bankruptcy could negatively impact the ability of: (a) the Developer and any other landowner being able to pay the Series 2018A Special Assessments; (b) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2018A Special Assessments being collected pursuant to the Uniform Method; and (c) the District to foreclose the lien of the Series 2018A Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2018A Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2018A Bonds, including, without limitation, enforcement of the obligation to pay Series 2018A Special Assessments and the ability of the District to foreclose the lien of the Series 2018A Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018A Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2018A Bonds could have a material adverse impact on the interest of the Owners thereof.

2. The principal security for the payment of the principal and interest on the Series 2018A Bonds is the timely collection of the Series 2018A Special Assessments. The Series 2018A Special 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 owners will be able to pay the Series 2018A Special Assessments or that they will pay such Series 2018A Special Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2018A Special Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Series 2018A 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. To the extent that the realizable or market value of the land benefited by the Series 2018A Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land or the ability of the District to realize sufficient value from a foreclosure action to pay debt service on the Series 2018A Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2018A Special 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 2018A Bonds.

3. The development of the District is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received (other than the proposed PUD Amendment to add 104 residential units to Assessment Area 3), and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development. See "THE DEVELOPMENT - Zoning, Permitting and Environmental" herein for more information regarding the current permit approvals and recent permit related litigation for the Development. Moreover, the Developer has the right to modify or change its plan for development of the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

4. The successful sale of developed lots and homes, once such homes are built within the Series 2018A Lands, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer.

5. Neither the Developer nor any other landowner has any obligation to pay the Series 2018A Special Assessments. As described herein, the Series 2018A Special Assessments, or other obligations of the Developer to the District, are an imposition against the land only. Neither the Developer nor any other landowner is a guarantor of payment of any Series 2018A Special

Assessment and the recourse for the failure of the Developer or any other landowner, to pay the Series 2018A Special Assessments, or otherwise fail to comply with its obligations to the District, is limited to the collection proceedings against the land as described herein.

6. The willingness and/or ability of an owner of benefited land to pay the Series 2018A Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2018A Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing maintenance assessments encumbering the same property encumbered by the Series 2018A Special Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations. See "THE DEVELOPMENT – Annual Taxes, Assessments and Fees" herein.

7. The Series 2018A Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2018A Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2018A Bonds. Because the Series 2018A Bonds are being sold pursuant to exemptions from registration under applicable securities laws, no secondary market may develop and an owner may not be able to resell the Series 2018A Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2018A Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2018A Bonds, depending on the progress of development of the Development, existing and future real estate and financial market conditions and other factors.

8. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Series 2018A Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2018A Special Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein. If the District has difficulty in collecting the Series 2018A Special Assessments, the Series 2018A Debt Service Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2018A Debt Service Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2018A Debt Service Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such accounts. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2018A Special Assessments in order to provide the replenishment of such Series 2018A Debt Service Reserve Account.

9. The value of the land within the District, the success of the Development and the likelihood of timely payment of principal and interest on the Series 2018A Bonds could be affected

by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the Development and the likelihood of the timely payment of the Series 2018A Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. At the time of the delivery of the Series 2018A Bonds, the Developer will represent to the District that it is unaware of any condition which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment. See "THE DEVELOPMENT – Zoning, Permitting and Environmental" herein. Nevertheless, it is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and no assurance can be given that unknown hazardous materials, protected animals, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the completion of the residential Development.

10. If the District should commence a foreclosure action against a landowner for nonpayment of applicable Series 2018A Special Assessments which are being collected off the roll 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. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the applicable Series 2018A Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of Series 2018A Bond proceeds that can be used for such purpose.

11. In addition to the general bankruptcy and similar proceedings risks discussed above, a 2011 bankruptcy court decision in Florida held that only the governing body of a community development district, which is a special purpose government similar to the District, and not the bondholders or indenture trustee, was the creditor of the developer/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The governing body of that district was affiliated with the debtor. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Indenture provides that for as long as any Series 2018A Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Series 2018A Bonds or the Series 2018A Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting the Series 2018A Bonds or for as long as any the Series 2018A Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Series 2018A Bonds or the Series 2018A Special Assessments or the Trustee. Furthermore, pursuant to the Indenture, the District acknowledges and agrees that, although the Series 2018A Bonds were issued by the District, the Owners of the Series 2018A Bonds are categorically the party with a financial stake in transaction and, consequently, the party with a vested interest in a

proceeding. In the event of any proceeding involving any Insolvent Taxpayer (a) the District has agreed that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any proceeding or in any action related to a proceeding that affects, either directly or indirectly, the Series 2018A Special Assessments, the Series 2018A Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; provided, however, that the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Outstanding Series 2018A Bonds, to the proposed action if the District does not receive a written response from the Trustee within 45 days following request for consent, (b) the Trustee shall have the right, but is not obligated to, vote in any such proceeding any and all claims of the District, and, if the Trustee chooses to exercise such right, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the United States Bankruptcy Code, and (c) the District shall not challenge the validity or amount of any claim submitted in such proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such proceeding or take any other action in such proceeding, which is adverse to the Trustee's enforcement of the District claim with respect to the Series 2018A Special Assessments or receipt of adequate protection (as that term is defined in the United States Bankruptcy Code). The District cannot express any view whether such delegation would be enforceable. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of Developer" herein.

12. The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. The IRS recently concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the Agency found that the Village Center CDD was not a

"proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its fund or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it will withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. The Act provides for the transition of the Governing Board of the District based on certain time frames and thresholds as further described in "THE DISTRICT – Board of Supervisors" herein. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all members of the Board of the District were elected by the Developer and none were elected by qualified electors. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2018A Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2018A Bonds are advised that, if the IRS does audit the Series 2018A 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 2018A 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 2018A 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 2018A 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 2018A Bonds would adversely affect the availability of any secondary market for the Series 2018A Bonds. Should interest on the Series 2018A Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2018A Bonds be required to pay income taxes on the interest received on such Series 2018A Bonds and related penalties, but because the interest rate on such Series 2018A Bonds will not be adequate to compensate Owners of the Series 2018A Bonds for the income taxes due on such interest, the value of the Series 2018A Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2018A BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2018A BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2018A BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2018A BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2018A BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

13. In addition to a possible determination by the IRS that the District is not a political subdivision for purposes of the Code, and regardless of the IRS determination, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2018A Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2018A Bonds would need to ensure that subsequent transfers of the Series 2018A Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

14. Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the Service may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2018A Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2018A Bonds, cannot be predicted. However, it is possible that any such

law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2018A Bonds. See also "TAX MATTERS" herein.

15. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Completion Project (as defined herein), that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Completion Project. Further, pursuant to the First Supplemental Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by Series 2018A Special Assessments levied against the Series 2018A Lands. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District will covenant not to issue any other Bonds other than debt obligations secured by Assessments on assessable lands within the District which are also secured by the Series 2018A Special Assessments for any capital project unless the Series 2018A Special Assessments have been Substantially Absorbed. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS – No Parity Bonds; Limitation on Parity Liens" herein. Although the Developer has agreed to complete the Completion Project regardless of such insufficiency, and will enter into the Completion Agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so.

16. It is impossible to predict what new proposals may be presented regarding as valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On November 4, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts on the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2018A 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 folders of such bonds and that will not impair the rights or remedies of such holders."

17. In the event a bank forecloses on property because of a default on the mortgage 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 2018A Special Assessments. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

18. No application for credit enhancement or a rating on the Series 2018A Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2018A Bonds had application been made.

19. Proceeds of the Series 2018A Bonds are not expected to fund the infrastructure necessary for lot development within Assessment Area 3. To the extent the Developer fails to complete the Completion Project, which includes the infrastructure necessary for lot development costs for Assessment Area 3, there can be no assurance that the District will have moneys on hand, or the ability to raise moneys through the issuance of bonds or otherwise, in order to complete the planned 651 residential units in Assessment Area 3.

20. The Series 2018A-2 Bonds are not secured by a Debt Service Reserve Account.

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ESTIMATED SOURCES AND USES OF FUNDS

	Series 2018A-1 Bonds	Series 2018A-2 Bonds	Series 2018A-3 Bonds	Series 2018A-4 Bonds	Total
Sources:					
Par Amount of Series 2018A-1/2 Bonds	$2,225,000.00	$5,480,000.00	$2,735,000.00	$965,000.00	$11,405,000.00
Total Sources	$2,225,000.00	$5,480,000.00	$2,735,000.00	$965,000.00	$11,405,000.00
Uses:					
Deposit to 2018A-1/2 Acquisition and Construction Account	$2,052,507.65	$5,257,484.61	-	-	$7,309,992.26
Deposit to 2018A-3 Acquisition and Construction General Account	-	-	$2,519,257.82	-	2,519,257.82
Deposit to 2018A-4 Acquisition and Construction Account	-	-	-	$893,101.79	893,101.79
Deposit to Series 2018A-1 Debt Service Reserve Account	82,146.25	-	-	-	82,146.25
Deposit to Series 2018A-3 Debt Service Reserve Account	-	-	104,687.50	-	104,687.50
Deposit to Series 2018A-4 Debt Service Reserve Account	-	-	-	32,714.38	32,714.38
Deposit to Series 2018A-1/2 Costs of Issuance Subaccount[(1)]	90,346.10	222,515.39	-	-	312,861.49
Deposit to Series 2018A-3 Costs of Issuance Subaccount[(1)]	-	-	111,054.68	-	111,054.68
Deposit to Series 2018A-4 Costs of Issuance Subaccount[(1)]	-	-	-	39,183.83	39,183.83
Total Uses	$2,225,000.00	$5,480,000.00	$2,735,000.00	$965,000.00	$11,405,000.00

(1) Costs of issuance includes, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2018A Bonds.

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The following table sets forth the scheduled debt service on the Series 2018A Bonds.

DEBT SERVICE REQUIREMENTS

Year Ended November 1	Series 2018A-1 Bonds		Series 2018A-2 Bonds		Series 2018A-3 Bonds		Series 2018A-4 Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	
2019	-	$ 132,808.90	-	$ 330,466.83	-	$ 167,613.72	-	$ 48,091.35	$ 678,980.80
2020	$ 25,000.00	134,692.50	-	337,020.00	-	170,937.50	$ 15,000.00	48,670.00	731,320.00
2021	30,000.00	133,042.50	-	337,020.00	-	170,937.50	15,000.00	47,920.00	733,920.00
2022	30,000.00	131,242.50	$ 75,000.00	334,713.75	$ 35,000.00	169,843.75	15,000.00	47,170.00	837,970.00
2023	35,000.00	129,292.50	80,000.00	329,947.50	40,000.00	167,500.00	15,000.00	46,420.00	843,160.00
2024	35,000.00	127,192.50	85,000.00	324,873.75	40,000.00	165,000.00	15,000.00	45,670.00	837,736.25
2025	35,000.00	125,092.50	90,000.00	319,492.50	45,000.00	162,343.75	20,000.00	44,795.00	841,723.75
2026	40,000.00	122,842.50	95,000.00	313,803.75	50,000.00	159,375.00	20,000.00	43,795.00	844,816.25
2027	40,000.00	120,442.50	100,000.00	307,807.50	50,000.00	156,250.00	20,000.00	42,795.00	837,295.00
2028	45,000.00	117,892.50	110,000.00	301,350.00	55,000.00	152,968.75	20,000.00	41,795.00	844,006.25
2029	45,000.00	115,192.50	115,000.00	294,431.25	55,000.00	149,531.25	20,000.00	40,795.00	834,950.00
2030	50,000.00	112,342.50	125,000.00	287,051.25	60,000.00	145,937.50	25,000.00	39,670.00	845,001.25
2031	50,000.00	109,342.50	130,000.00	279,210.00	65,000.00	142,031.25	25,000.00	38,420.00	839,003.75
2032	55,000.00	106,192.50	140,000.00	270,907.50	70,000.00	137,812.50	25,000.00	37,170.00	842,082.50
2033	60,000.00	102,742.50	150,000.00	261,990.00	75,000.00	133,281.25	25,000.00	35,920.00	843,933.75
2034	65,000.00	98,992.50	160,000.00	252,457.50	80,000.00	128,437.50	30,000.00	34,545.00	849,432.50
2035	65,000.00	95,092.50	170,000.00	242,310.00	85,000.00	123,281.25	30,000.00	33,045.00	843,728.75
2036	70,000.00	91,042.50	180,000.00	231,547.50	90,000.00	117,812.50	30,000.00	31,545.00	841,947.50
2037	75,000.00	86,692.50	190,000.00	220,170.00	95,000.00	112,031.25	35,000.00	29,920.00	843,813.75
2038	80,000.00	82,042.50	200,000.00	208,177.50	100,000.00	105,937.50	35,000.00	28,170.00	839,327.50
2039	85,000.00	77,028.75	215,000.00	195,416.25	110,000.00	99,375.00	35,000.00	26,393.75	843,213.75
2040	90,000.00	71,647.50	230,000.00	181,732.50	115,000.00	92,343.75	40,000.00	24,462.50	845,186.25
2041	95,000.00	65,958.75	245,000.00	167,126.25	120,000.00	85,000.00	40,000.00	22,402.50	840,487.50
2042	100,000.00	59,962.50	260,000.00	151,597.50	130,000.00	77,187.50	45,000.00	20,213.75	843,961.25
2043	110,000.00	53,505.00	275,000.00	135,146.25	140,000.00	68,750.00	45,000.00	17,896.25	845,297.50
2044	115,000.00	46,586.25	295,000.00	117,618.75	145,000.00	59,843.75	45,000.00	15,578.75	839,627.50
2045	125,000.00	39,206.25	310,000.00	99,015.00	155,000.00	50,468.75	50,000.00	13,132.50	841,822.50
2046	130,000.00	31,365.00	330,000.00	79,335.00	165,000.00	40,468.75	55,000.00	10,428.75	841,597.50
2047	140,000.00	23,062.50	350,000.00	58,425.00	175,000.00	29,843.75	55,000.00	7,596.25	838,927.50
2048	150,000.00	14,145.00	375,000.00	36,131.25	190,000.00	18,437.50	60,000.00	4,635.00	848,348.75
2049	155,000.00	4,766.25	400,000.00	12,300.00	200,000.00	6,250.00	60,000.00	1,545.00	839,861.25
Total	$2,225,000.00	$2,761,450.15	$5,480,000.00	$7,018,591.83	$2,735,000.00	$3,566,832.47	$965,000.00	$970,606.35	$25,722,480.80

THE DISTRICT

General Information

The District is an independent local unit of special-purpose government of the State created in accordance with the Act by Ordinance No. 17-O-08 enacted by the City, on April 5, 2017 and effective on May 24, 2017. The Development encompasses approximately 505.7 acres and is located within the City. The District boundaries encompasses approximately 424 gross acres (the "District Lands") located entirely within the boundaries of the Development and the City. The District Lands are entirely contained within the boundaries of, and are part of, the Canopy PUD which is planned to include various land uses and up to 1,001 residential single family units to be constructed in approximately seven development units and a church/religious facility. All commercial and multi-family uses are outside of the District Lands. See "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "THE DEVELOPMENT" for information regarding planned land uses for each Assessment Area.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter (Sections 190.006 through 190.041, Florida Statutes).

Among other provisions, the Act gives the Board the authority to (a) 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 waste-water management systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the County and street lights; and (iv) parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of lands of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2018A Bonds.

Board of Supervisors

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

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

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

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

Name	Title	Term Expires
Tom Asbury	Chairperson*	November 2020
Gregg Patterson	Vice-Chairperson	November 2022
Colson Hosford	Assistant Secretary	November 2022
John "Al" Russell	Assistant Secretary	November 2022
Colleen Castille	Assistant Secretary	November 2020

* Employee of an affiliate of the Developer.

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

The District Manager and Other Consultants

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

The District has retained Governmental Management Services - Central Florida, LLC, Orlando, Florida, to serve as its district manager ("District Manager") and Methodology Consultant (as hereinafter defined) and to prepare the Assessment Methodology. The District Manager's office is located at 135 W. Central Blvd, Ste. 320, Orlando, Florida 32801, telephone number 407-841-5524.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Bryant Miller Olive P.A., Tallahassee, Florida, as Bond Counsel; Greenman-Pedersen, Inc., Tallahassee, Florida, as Consulting Engineer (the "Consulting Engineer"); and Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel.

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THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT

Capital Improvement Plan

Detailed information concerning the District's Capital Improvement Plan ("CIP"), which represents the public component of the infrastructure for the District, is contained in the Master's Engineer's Report dated August, 2017 (the "Master Engineer's Report") and the Supplemental Engineer's Report dated October, 2018 (the "Supplemental Engineer's Report" and together, the "Engineer's Report") attached hereto as "APPENDIX C - ENGINEER'S REPORT." The information in this section relating to the CIP is qualified in its entirety by reference to such Engineer's Report, which should be read in its entirety.

The District's CIP is a system of interrelated public infrastructure improvements which include, but are not limited to, certain roadway improvements and related facilities, water and wastewater facilities, wetland mitigation, surface water management, regional stormwater improvements, entry monumentation, landscaping and irrigation, and recreational facilities. The District adopted the Master CIP which includes all possible public improvements to be constructed, acquired, owned and operated by the District. The Supplemental Engineer's Report describes the "Completion Project" as the improvements and estimated costs of such improvements that are necessary pursuant to the Developer's development agreement to develop the Development, including all 1,001 planned residential single-family units and the church/religious facility parcel contained within the District boundaries, which is estimated to cost $52,322,278.80. The Engineer's Report also contains the estimated cost of the Series 2018A Project in the amount of $13,986,761.73.

As described in further detail below, the boundaries of the District are located within a 505.7-acre mixed-use planned unit development known as Canopy. Generally, the District boundaries encompass the single-family residential component of the Development and related facilities, while the Development's multi-family residential, commercial, medical, and other land uses (collectively, the "Commercial Parcels") are located outside of the District boundaries. See "APPENDIX C - ENGINEER'S REPORTS" and "THE DEVELOPMENT" herein for more information regarding the CIP, the Completion Project and the Series 2018A Project.

Series 2018A Project

Net proceeds of the Series 2018A Bonds will be approximately $10.7 million and will be used to fund: (i) the construction of infrastructure necessary to develop the residential lots in Assessment Area 2 of the Development, (ii) the Amenity Center (as defined herein), and (iii) the acquisition of a portion of the completed improvements necessary to develop the residential lots in Assessment Area 1 and/or the regional stormwater facility (collectively, the "Series 2018A Project"). The Second Supplemental Indenture specifically requires that $1.5 million of Series 2018A-3 Bonds proceeds be dedicated to the costs of the Amenity Center.

"Assessment Area 1" comprises approximately 20 acres consisting of 93 single family lots in Unit 1 Phase 1 for which development is complete and plats for 87 of the 93 single family lots are recorded. "Assessment Area 2" comprises approximately 54 undeveloped acres of land

consisting of 257 planned lots in Unit 1 Phase 2, Unit 3 Phase 1, Unit 4 Phase 1, Unit 5 Phase 1, and Unit 5 Phase 3 and a church/religious facility for which development is expected to commence in the second quarter of 2019. "Assessment Area 3" comprises approximately 342 undeveloped acres of land consisting of approximately 651** planned lots slated for future development. The Amenity Center is expected to be approximately 4,500 square feet and include administrative offices, a fitness center, living spaces, covered outdoor areas, a meeting room and a pool and pool deck (the "Amenity Center"). The regional stormwater facility, referred to as "Dove Pond," is currently under construction and is approximately 90% complete. The construction of Dove Pond includes wetland mitigation and is originally outlined in the Master CIP. The Developer expects all development activities to be completed by mid-2023. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein, and "APPENDIX C - ENGINEERS REPORTS" attached hereto for a detailed description of the improvements funded with proceeds of the Series 2018A Bonds.

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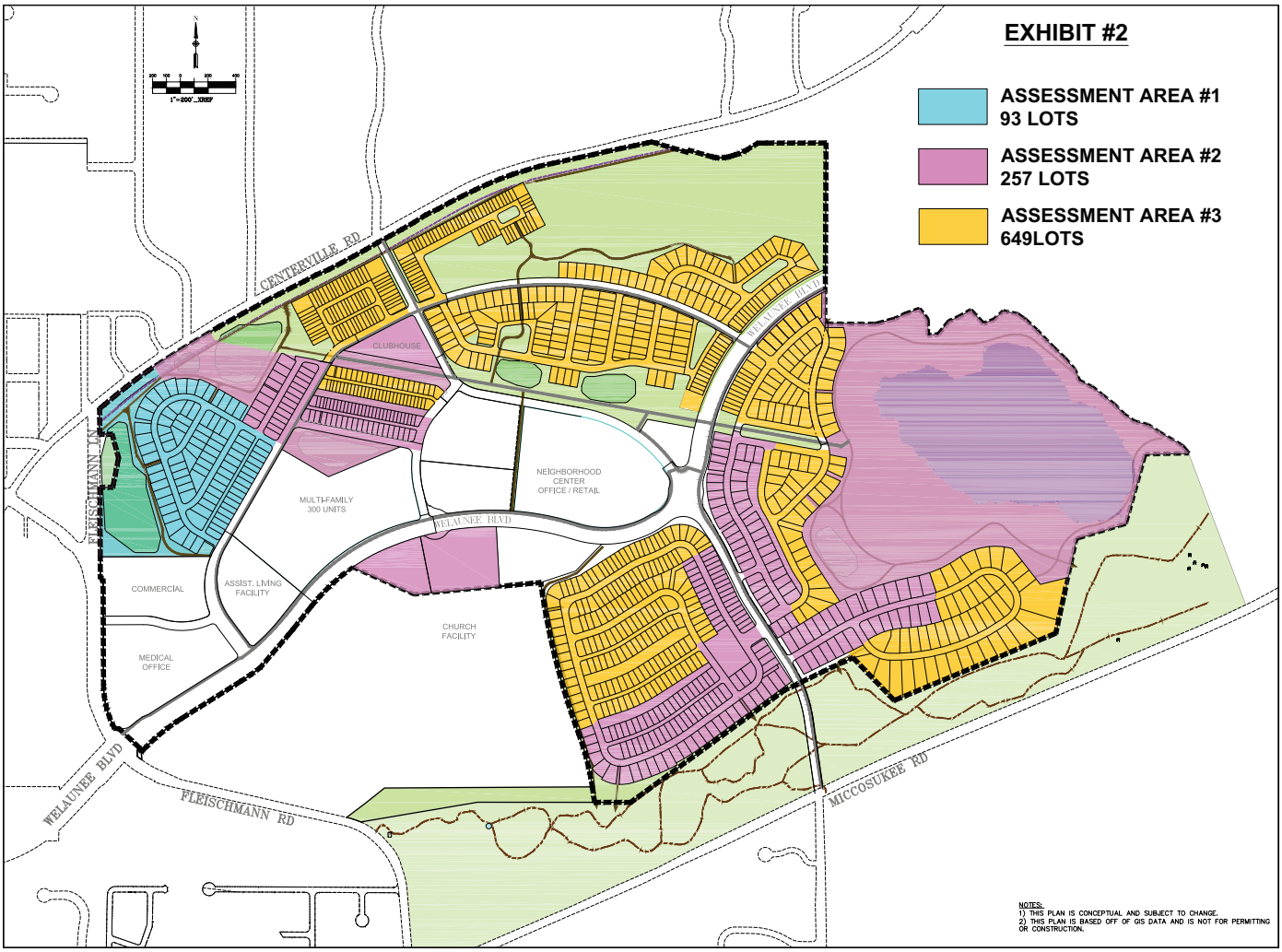
** Subject to the planned PUD Amendment for an additional 104 residential units.

Provided below is a map of the District showing each component of the Series 2018A Lands.



The following table presents the components of the Series 2018A Project and the respective approximate project costs based on the initial cost estimates provided by the District Engineer. Allocation of special assessments is a continuous process until the development plan is completed. As a master series of interrelated improvements, each of which is necessary for development of the units within the District, the Series 2018A Project benefits all developable acres within the District.

Series 2018A Project Component	Approximate Cost
Unit 1 Phase 1 Improvements[(1)]	$ 3,430,683.74
Unit 1 Phase 2, Unit 3 Phase 1, Unit 4 Phase 1, Unit 5 Phase 1, Unit 5, Phase 3 Improvements[(2)]	7,056,077.99
Dove Pond	2,000,000.00[(3)]
Amenity Center	1,500,000.00
	$13,986,761.73[(4)]

(1) Construction completed and plats recorded.
(2) Expect to commence development January 2019.
(3) Represents the remaining portion of the initial Dove Pond cost estimate not previously funded by local government agencies.
(4) The remaining portion of the Series 2018A Project not funded with Series 2018A Bond proceeds is expected to be funded with Developer equity.

Completion Project

The remaining portion of the Completion Project not funded with Series 2018A Bond proceeds is expected to be funded by Developer equity, lot sale proceeds and/or the proceeds of future Bonds issued by the District. Certain of the improvements comprising the Completion Project, including, but not limited to Welaunee Boulevard phases 2 and 3, activity trails, and portions of Dove Pond, are eligible for funding or reimbursement by the City and/or other governmental agencies pursuant to various agreements with the Developer or District, as applicable. The portion of such improvements funded by governmental agencies will not be funded with proceeds of the Series 2018A Bonds.

At the time of issuance of the Series 2018A Bonds, the Developer and the District will enter into the Completion Agreement whereby the Developer will agree to complete the Completion Project to the extent that the proceeds of the Series 2018A Bonds are insufficient therefor; provided, however, for clarity, to the extent the Developer continues to fund Completion Project costs in accordance with the Acquisition Agreement, such funding shall satisfy Developer's obligations under the Completion Agreement. The District cannot make any representation that the Developer will have sufficient funds to complete the Completion Project. See "THE DEVELOPMENT – Development Status" herein for more information regarding the estimated cost to complete the various components of the Series 2018A Project. See also "BONDOWNERS' RISKS."

The District Engineer has indicated that all permits (other than the proposed PUD Amendment (as defined herein) to add 104 residential units to Assessment Area 3) necessary to construct the Completion Project have either been obtained or it is reasonable to expect they will be obtained in the ordinary course of development. In addition to the Engineer's Report, please see "THE DEVELOPMENT – Zoning, Permitting and Environmental" for a more detailed description of the entitlement, zoning status and permitting status of the Development.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

General

Governmental Management Services, Inc. (the "Methodology Consultant"), has prepared the Master Special Assessment Methodology Report dated August 16, 2017 (the "Master Assessment Methodology"), as supplemented by the Final Supplemental Assessment Methodology for Canopy Community Development District dated November 8, 2018 (the "Supplemental Assessment Methodology" and, together with the Master Assessment Methodology, the "Assessment Methodology"), both of which are attached hereto as APPENDIX D. The Assessment Methodology sets forth an overall method for allocating the Series 2018A Assessments to be levied against the District Lands benefited by the CIP and collected by the District as a result thereof. Once levied and imposed, the Series 2018A Assessments are first liens on the respective District Lands against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Series 2018A-4 Special Assessments

Assessment Area 1. The Series 2018A-4 Bonds are payable from and secured solely by the Series 2018A-4 Pledged Revenues, which consist primarily of the Series 2018A-4 Special Assessments. The Series 2018A-4 Special Assessments will be allocated to the 93 platted lots (87 of which already have plats recorded) located within Assessment Area 1. All homeowners residing in the 93 developed and platted units in Assessment Area 1 will be subject to the Series 2018A-4 Assessments levied in connection with the Series 2018A-4 Bonds. The table below illustrates the aforementioned estimated annual assessments that will be levied by the District for each of the respective product types.

Product Type	Units	Estimated Series 2018A-4 Principal per Unit[(1)]	Annual Series 2018A-4 Assessment per Unit[(1)]
Single Family 40'	19	$ 8,891	$650
Single Family 50'	47	10,259	750
Single Family 60'	27	11,627	850
Total	93		

(1) Annual assessment amounts include early payment discounts and collection costs of County Tax Collector, which may fluctuate.

Series 2018A-1/2 Special Assessments

Assessment Area 2. The Series 2018A-1 Bonds and the Series 2018A-2 Bonds are payable from and secured solely by the Series 2018A-1 Pledged Revenues and the Series 2018A-2 Pledged Revenues, respectively, which consist primarily of the Series 2018A-1 Special Assessments and Series 2018A-2 Special Assessments, respectively. The Series 2018A-1 Special Assessments and the Series 2018A-2 Special Assessments will be initially levied on all of the gross acreage of Assessment Area 2, consisting of approximately 55 acres, and will be absorbed by the planned 258 lots (including the church/religious facility) in Assessment Area 2. Set forth below is the proposed allocation of the Series 2018A Special Assessments upon platting of the planned lots comprising Assessment Area 2:

Product Type	Units	Annual Series 2018A-1 Special Assessments[(1)]	Estimated. Annual Series 2018A-2 Special Assessments[(1)]	Estimated Total Annual Series 2018A Special Assessment per Unit[(1)]	Estimated Series 2018A-1 Par Per Unit	Estimated Series 2018A-2 Par Per Unit	Estimated Total Series 2018A-1 and Series 2018A-2 Par per Unit
SF 20'	29	$ 450	$ 762	$1,212	$ 5,667	$9,333	$15,000
SF 30'	21	550	1,144	1,694	6,927	14,073	21,000
SF 40'	56	650	1,526	2,176	8,186	18,814	27,000
SF 50'	33	750	1,908	2,658	9,445	23,555	33,000
SF 60'	81	850	2,290	3,140	10,705	28,278	38,983
SF 80'	7	1,000	3,106	4,106	12,594	38,406	51,000
30' Attch	18	450	1,288	1,738	5,667	15,933	21,600
40' Attch	12	550	1,527	2,077	6,927	18,873	25,800
Church	1	750	834	1,584	4,723	10,277	15,000
Total	258						

(1) Annual assessment amounts include early payment discounts and collection costs of the County Tax Collector which may fluctuate. Annual Series 2018A-2 Special Assessments will be interest-only for the initial three years.

Although the Developer is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2018A-2 Assessments prior to the stated maturity. See "THE DEVELOPMENT – Absorptions" herein for the projected retail absorption schedule.

Series 2018A-3 Special Assessments

Assessment Area 3. The Series 2018A-3 Bonds are payable from and secured solely by the Series 2018A-3 Pledged Revenues, which consist primarily of the Series 2018A-3 Special Assessments. The Series 2018A-3 Special Assessments will be initially levied on all of the gross acreage of Assessment Area 3, consisting of approximately 342 acres comprised of 146 acres inclusive of Dove Pond and the Amenity Center, and will be absorbed by lots in Assessment Area 3 on a first platted, first assigned basis at the estimated amounts provided in the table below until the Series 2018A-3 Special Assessments are fully assigned. It is expected that the Series 2018A-3 Special Assessments will be fully absorbed by less than the 651 units planned for development in Assessment Area 3. Proceeds of the Series 2018A Bonds are not expected to fund the infrastructure necessary for lot development within Assessment Area 3.

Set forth below is the proposed allocation of the Series 2018A-3 Special Assessments upon the platting of lots comprising Assessment Area 3:

Product Type	Annual Series 2018A-3 Special Assessments[(1)]	Estimated Series 2018A-3 Par Per Unit
SF 20'	$ 450	$ 5,467
SF 30'	550	6,682
SF 30' (20-29)	350	4,252
SF 40'	650	7,896
SF 50'	750	9,111
SF 60'	850	10,236
SF 70'	1,000	12,148
SF 80'	1,000	12,148
30' Attch	450	5,467
40' Attch	550	6,682

(1) Annual assessment amounts include early payment discounts and collection costs of County Tax Collector, which may fluctuate. Series 2018A-3 annual assessments will be interest-only until Fiscal Year 2022.

Additional Taxes and Assessments

In addition to the above-described Series 2018A Special Assessments, the District anticipates imposing operations and maintenance assessments. The District Lands have been and are expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. These taxes would be payable in addition to the Series 2018A Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of the County may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Annual Taxes, Assessments and Fees" for more information.

THE DEVELOPMENT

The following information herein appearing under the captions "THE DEVELOPMENT" and "THE DEVELOPER" have been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2018A Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION - The Developer" (as it relates to the Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make

the statements made herein, in the light of the circumstances under which they are made, not misleading.

The Developer's obligation to pay the Series 2018A Special Assessments is limited solely to its obligation as a landowner just as any other landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2018A Special Assessments.

General

The District Lands are located wholly within the Development. The Development is bordered by Centerville Road to the north, Fleischmann Road to the west, the Miccosukee Canopy Road Greenway to the south, and the Dove Pond and undeveloped City property on the east. The Development is situated in a desirable area of the City near the intersection of Centerville Road and Capital Circle NE (U.S. Hwy 319). Access to Interstate 10 is available via Capital Circle NE approximately two miles north of the Development. The Development is approximately six miles from downtown Tallahassee and 15 miles from the Tallahassee Regional Airport via Capital Circle and Interstate 10.

In addition to the activities planned within the Development, a host of retail, dining, and leisure activities are located within close proximity of the Development. A Publix and Lowe's anchored shopping plaza is situated at the corner of Centerville Road and Capital Circle NE, less than one mile from the entrance to the Development. A variety of local and national restaurants are located nearby in the northeast Tallahassee corridor, and the Development is an approximate 10 minute drive from championship sporting and entertainment venues such as Doak Campbell Stadium and the Donald L. Tucker Civic Center.

The Development is zoned as a PUD, which currently allows for up to 1,417 residential units, including 520 multi-family units and 897 single family units, employment center uses, neighborhood center uses, as well as multiple institutional uses including, but not limited to, an elementary school, fire station, and senior living center. The District is wholly located within the boundaries of the Development and encompasses approximately 424 acres. The land uses within the District are primarily single-family residential units.

The District is currently planned to include 1,001 residential units, a church/religious facility and the Amenity Center which will include a clubhouse and pool, and provide for other sport and leisure activities. The Developer is currently preparing to file a request to amend the PUD (the "PUD Amendment") to allow for an additional 104 residential units in Assessment Area 3 which would result in the full 1,001 planned residential units within the District. See "THE DEVELOPMENT – Zoning, Permitting and Environmental" herein. A portion of the District will be an age-targeted neighborhood, which is expected to integrate with the assisted living facility and other senior activities and facilities within the Development. See the Vicinity Map included in the Engineer's Report attached hereto as APPENDIX C for a depiction of the location of the Development and the District.

Land Use and Development Plan

The table below illustrates the current land-use plan for the District by parcel and product type, which is subject to change:

Lot Size	Assessment Area 1	Assessment Area 2	Assessment Area 3	Total
SF 20'	0	29	29	58
SF 30'	0	21	21	42
SF 40'	19	56	103	177
SF 50'	47	33	125	206
SF 60'	27	81	120	228
SF 70'	0	0	17	17
SF 80'	0	7	35	42
30' Attached	0	18	189	207
40' Attached	0	12	12	24
Church	0	1	0	1
	93	258	651*	1,002

* Subject to the planned PUD Amendment for an additional 104 residential units. See "THE DEVELOPMENT" herein for more information regarding the planned PUD Amendment.

Development Status

A significant portion of the Development's master infrastructure is complete, including Segment 1 of Welaunee Boulevard and the substantial completion of the Dove Pond Dam. Three of the Commercial Parcels have been developed and sold, including an apartment site, an assisted living facility site, and a Tallahassee Memorial Hospital facility site.

As stated elsewhere herein, the infrastructure supporting Assessment Area 1 is complete, and 87 of the 93 lots located therein have been platted. Construction of infrastructure supporting the 258 lots in Assessment Area 2 is expected to commence in January 2019. Such improvements include the parcel infrastructure for Assessment Area 2 at an estimated cost of $5.4 million, as well as approximately $2 million in other improvements, the majority of which is represented by the extension of Dempsey Mayo Road from Miccosukee Road into the Development which provides primary access to all 257 residential lots in Assessment Area 2.

The Developer expects full buildout of all remaining parcels by the end of 2023. The Amenity Center is expected to be completed in 2019 at an estimated cost of $1.5 million. See "THE CAPITAL IMPROVEMENT PLAN, THE SERIES 2018A PROJECT AND THE COMPLETION PROJECT" herein.

The table below summarizes the status of development for each Assessment Area and the approximate cost to complete the remainder of the improvements therein.

Assessment Area	Units	Status	Estimated Cost to Complete*
1	87/93	Platted and Complete	N/A
2	258**	Design and Permitting	$7.4 million
3	651***	Design	$16.3 million
Amenity Center	N/A	Design	$1.5 million

* Estimates provided by the Developer. Estimates for Assessment Areas 2 and 3 include both parcel improvements and infrastructure necessary for access.

** Comprised of 257 residential units and one church facility.

*** Subject to the planned PUD Amendment for an additional 104 residential units. See "THE DEVELOPMENT" herein for more information regarding the planned PUD Amendment.

Land Acquisition/Development Financing

The Developer acquired the lands primarily constituting the Development in two separate transactions. The east parcel, known as Parcel "A", consisted of approximately 259 acres and was acquired from CNL Tallahassee I, LLC in 2015 for $2.1 million, which was partly financed by a $640,000 loan from Capital City Bank Group, which is expected to be paid in full prior to the issuance of the Series 2018A Bonds. The Developer acquired the adjoining approximately 246 acres constituting Parcel "B" to the west from TOE2, Inc. for $5 million. Of the $5 million purchase price, $1 million was paid in cash, with the remaining $4 million seller-financed and secured by the lien of a mortgage and security agreement in favor of the seller. The Developer has since retired the entire principal amount of the $4 million note.

The Developer has financed development activities to-date with equity, proceeds of land sales within the Development, and funds from a development credit facility with Capital City Bank. To date, the Developer has closed on the sale of an apartment parcel ($3.6 million), an assisted living facility site ($2.6 million), and a Tallahassee Memorial Hospital facility site ($4.5 million). Capital City Bank has released its mortgage lien on lands within the District so that none of the lands within the Assessment Areas securing the Series 2018A Bonds are subject to any mortgages or other traditional financing liens.

In addition to the land acquisition costs reflected above, the Developer estimates it has expended approximately $16.3 million to construct CIP improvements, of which only approximately $1.9 million will be acquired by the District with proceeds of the Series 2018A Bonds. The Developer expects to fund all remaining Completion Project costs with equity, lot sale proceeds, and/or the proceeds of future Bonds issued by the District. As of September 28, 2018, 53 units have been sold to and closed with end users, with an additional 33 units currently under contract. See "THE DEVELOPMENT – Absorptions" herein for a breakdown of units sold.

Zoning, Permitting and Environmental

The development of Canopy is governed by the Welaunee Critical Area Plan in the Tallahassee-Leon County 2030 Comprehensive Plan, as well as the Revised Canopy Planned Unit Development, which was approved on December 6, 2017. The Development is also subject to an Amended and Restated Canopy Development Agreement (the "DA") entered into in June 2016 between the Developer and the City. Based on the various approvals, the Development is entitled for up to 1,417 residential units, of which 520 are multi-family units, 65,000 square feet of retail, 97,927 square feet of office, 100,000 square feet for an elementary school, 60,000 square feet for a senior activity center, a 180 bed adult living facility, a 120 bed rehabilitation facility, a 70 bed adult care memory unit, and 15,000 square feet of public safety or civic facilities. As described herein, the land use plan for the District includes 1,001 single-family residential units, which would exceed the single-family owner-occupied entitlement limit of approximately 897 units. The total includes a density bonus of 283 residential units, as allowed under the Inclusionary Housing Ordinance No. 04-0-90-AA for a net 614 owner occupied units. The Developer is pursuing the PUD Amendment to the Canopy PUD and any other related zoning approvals to allow for the development of at least 1,001 single-family residential units. It is intended that such zoning amendments will restrict the use of the Development's single-family residential entitlements to parcels within the District. The Developer expects the zoning amendment process to be completed by the second quarter of 2019. It is expected that the increase in density to at least 1,001 single-family residential units will give rise to additional transportation impact mitigation by the Developer.

Among the DA requirements, the Developer was required to complete two major improvements. The first is the construction of segment 1 of the three segments of Welaunee Boulevard, which the Developer has completed. In doing so, the Developer substantially satisfied all transportation concurrency requirements for the Development. The second major improvement is the construction of the Dove Pond Regional Stormwater Facility, a storm water management feature associated with the Dove Pond at the eastern end of the property, which includes the Dove Pond Dam. As of June 2018, a significant portion of the Dove Pond improvements are complete, including the dam, which is substantially complete.

The Developer is required to convey an approximately three acre well water parcel to the City and expects to do so as future lands are developed, providing adequate access to the site. Additionally, the Developer is required to fund the cost of a gas line extension at a cost of $165,000. The District Engineer and the Developer have confirmed that any remaining major improvements required by the PUD and/or DA are the responsibility of the City or other governmental agencies, as described in further detail below.

Pursuant to the Inclusionary Housing Agreement (the "Housing Agreement"), by and between the City and the Developer, 62 of the single family units located in Assessment Area 2 are deemed "affordable housing" (the "Inclusionary Units") under the Inclusionary Housing Ordinance adopted by the City and codified in Sections 9-240 through 9-250 of the City of Tallahassee Land Development Code, which requires that for a period of 10 years following the initial sale date to the first eligible buyer (the "Inclusionary Term"), a buyer's income must be between 70% and 100% of the area's medium income (the "Inclusionary Housing Restrictive Covenant"). In the event that the Development's zoning is amended to increase the allowable

single-family residential density to 1,001 residential units, it is expected that approximately 11 additional units will be designated as Inclusionary Units. The Inclusionary Housing Restrictive Covenant is not subject to foreclosure and shall bind all successors in interest during the Inclusionary Term. Furthermore, there can be no assurance that the Developer will find a sufficient number of eligible buyers. A complete copy of the Housing Agreement can be obtained from the Developer. See "BONDOWNERS' RISKS" herein.

The Developer obtained a Phase I Environmental Site Assessment related to the Development property in October 2016. No evidence of recognized environmental concerns was detected.

Recent Permit-Related Litigation

On or about August 17, 2018, the Northwest Florida Water Management District filed suit against the Developer, OB Homes of Tallahassee, LLC, and other non-Development-related affiliates in Leon County Circuit Court, seeking injunctive relief and monetary penalties (the "ERP Action"). As further described in the section entitled "THE DEVELOPER" below, OB Homes of Tallahassee, LLC, is currently the sole homebuilder in the Development and shares a common ownership structure with the Developer. The allegations of the ERP Action, as they related to the Development, encompassed violations of the environmental resource permit ("ERP") for the portion of the PUD lands known as the "Canopy West Basin." Among the allegations was the ongoing construction of portions of the PUD outside of the stated acreage governed by the ERP. In response to the ERP Action, construction within the Development was halted until a superseding ERP was issued on September 11, 2018. All construction-related elements of the ERP Action have now been substantially resolved, and development activities have resumed, although the Developer is expected to be fined as a result of the ERP Action. The amount of such fine is currently the subject of negotiations between the parties. In the event a fine is imposed, settlement of such will not be payable from special assessments.

Contemporaneous with the ERP Action, the Florida Department of Environmental Protection (the "DEP Action") filed an enforcement action in Leon County Circuit Court seeking injunctive relief and civil penalties (the "DEP Action") against Sandco, Inc. (a/k/a Sandco, LLC or "Sandco"), a contractor engaged in construction activities within the Development. As further described below in the section entitled "THE DEVELOPER," Sandco shares common ownership interests with certain principals of the Developer and/or their affiliates. The allegations of the DEP Action, as it relates to the Development, were limited to violations of the Development's Generic Permit for Stormwater Discharge generally relating to discharge, sedimentation, and erosion protocols. The matters at issue in the DEP Action, which were non-conceptual in nature, have been substantially resolved and normal development activities within the Development were not independently affected as a result of the DEP Action.

The District Engineer has indicated that all necessary permits (other than the proposed PUD Amendment to add 104 residential units to Assessment Area 3) have either been obtained or it is reasonable to expect they will be obtained in the course of development.

Interlocal/Intergovernmental Agreements

As noted above, certain of the improvements required to service the Development are eligible for funding or reimbursement by the City and/or other governmental agencies. Welaunee Boulevard is planned to be constructed in three segments. The Developer has constructed segment 1, fulfilling its major transportation obligation, and the City is responsible for constructing segments 2 and 3 by 2020 and 2022, respectively. The DA also specifies that the City is responsible for constructing required interconnected pedestrian and multipurpose paths throughout the Development, although the Developer may elect to construct these paths at its own expense, with the City to reimburse the actual cost of construction.

Additionally, in 2016, the Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency ("Blueprint") allocated funding from the 2020 sales tax extension program to fund a portion of Dove Pond, up to a maximum of $2 million. Blueprint subsequently funded the maximum $2 million towards the construction of Dove Pond.

Proceeds of the Series 2018A Bonds will not be used to fund any portion of improvements funded pursuant to the various governmental agreements.

Future Development Area

As indicated above, the Series 2018A-3 Bonds will be secured by the Series 2018A-3 Assessments imposed on Assessment Area 3, which represents the future development area of the District. Currently, Assessment Area 3 is planned for 651 units, subject to approval of the PUD Amendment. The Developer expects to deliver the first approximately 78 lots in Assessment Area 3 by the end of 2019. The estimated cost to complete the parcel infrastructure in Assessment Area 3 is approximately $13 million, with an additional approximately $3.3 million in other infrastructure costs required to be funded to support the development of Assessment Area 3. Proceeds of the Series 2018A Bonds are not expected to fund the infrastructure necessary for lot development within Assessment Area 3.

It is expected that the Series 2018A-3 Assessments will be fully absorbed by a platted number of units less than the 651 planned for development in Assessments Area 3. The District may issue future bonds to fund additional Completion Project improvements which would be secured by assessments imposed on the remaining unencumbered units in Assessment Area 3.

Absorptions

The table below reflects home sale activity within Assessment Area 1 as of September 28, 2018.

Units	Closed	Contract	Spec	Model
40'	8	3	4	0
50'	28	20	1	1
60'	17	10	2	1
Total	53	33	7	2

The following table represents the Developer's project absorption schedule by assessment area.

Assessment Area	2018	2019	2020	2021	2022	2023	Total
1	93	0	0	0	0	0	93
2	0	168	89	0	0	0	258
3	0	0	91	200	192	168	651
Total	93	168	180	200	192	168	1,002

The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

Residential Product Offerings/Lifestyle

The Development's location and features are expected to attract a broad spectrum of buyers, including families, first-time buyers, move-up buyers, and active adult/seniors. The initial phase of development encompasses lot sizes consisting of 40' lots, 50' lots and 60' lots. Home sales began in December 2017. The average base price for sold homes is $300,000 and the average price including all upgrades and enhancements is $310,000. The estimated home sizes and price ranges for each of the different unit types in Assessment Areas 1 and 2 are provided below.

	Square Footage	Price
Single Family 20'	1,200 – 1,400	$190,000
Single Family 30'	1,400 – 1,950	$225,000 - $290,000
Single Family 40'	1,900 – 2,500	$312,000 - $354,000
Single Family 50'	1,450 – 2,300	$259,000 - $348,000
Single Family 60'	1,900 – 2,600	$343,000 - $412,000
Single Family 70'	2,300 – 3,000	$400,000 +
Single Family 80'	2,300 – 3,000	$400,000 +
30' Attached	1,400 – 1,600	$225,000 - $260,000
40' Attached	1,400 – 1,800	$250,000 - $300,000

The Development's amenities are planned to include a recreational facility with pool, clubhouse, sport courts, playground, interconnected walking and activity paths, passive parks, as well as nature and wetland activity areas. Additionally, the facilities geared towards active adults/seniors are expected to seamlessly integrate with the planned age-targeted neighborhood located in Assessment Area 2. The active adult neighborhood will have its own clubhouse for activities, and residents will enjoy enhanced services, such as lawn maintenance.

Marketing

The Developer is marketing its products through the Development's website, billboards, radio advertisements, email campaigns, realtor promotions and community events. The Developer is conducting sales activities from model homes. As of June 2018, two model homes are complete.

Schools

The schools for which children in the Development are zoned and their approximate distance from the Development include: W T Moore Elementary School (0.5 miles); Cobb Middle School (3 miles); and Lincoln High School (5 miles). All three schools received grades of "B" from the Florida Department of Education for 2018.

Utilities

The Development is located within the franchise/service areas of the City, which provides water, wastewater, and sanitation services. Century Link is expected to provide cable and internet service to the Development.

Annual Taxes, Assessments and Fees

Each homeowner residing in the District will pay annual taxes, assessments and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, Series 2018A Special Assessments, association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes

The current millage rate for the area of the City and County where the District is located is 19.5227 mils. Accordingly, by way of example, the annual property taxes for a $250,000 assessed value home with a $25,000 homestead exemption ($225,000 taxable value), would be approximately $4,393.

Homeowner's Association Fees

All homeowners will be subject to annual master homeowner's association ("HOA") fees for architectural review, deed restriction enforcement, waste management, as well as operation and maintenance of any HOA-owned facilities. The annual master HOA fee is expected to be approximately $75 per unit for most homes in the District. The age-targeted neighborhood is expected to have an HOA fee of approximately $950 per year due to provision of yard and clubhouse maintenance.

District Special Assessments

Series 2018A-4 Special Assessments

Assessment Area 1. The Series 2018A-4 Bonds are payable from and secured solely by the Series 2018A-4 Pledged Revenues, which consist primarily of the Series 2018A-4 Special

Assessments. The Series 2018A-4 Special Assessments will be allocated to the 93 platted lots located within Assessment Area 1. All homeowners residing in the 93 developed and platted units in Assessment Area 1 will be subject to the Series 2018A-4 Assessments levied in connection with the Series 2018A-4 Bonds. The table below illustrates the aforementioned estimated annual assessments that will be levied by the District for each of the respective product types.

Product Type	Units	Estimated Series 2018A-4 Principal per Unit[(1)]	Annual Series 2018A-4 Assessment per Unit[(1)]
Single Family 40'	19	$ 8,891	$650
Single Family 50'	47	10,259	750
Single Family 60'	27	11,627	850
Total	93		

(1) Annual assessment amounts include early payment discounts and collection costs of County Tax Collector, which may fluctuate.

Series 2018A-1/2 Special Assessments

Assessment Area 2. The Series 2018A-1 Bonds and the Series 2018A-2 Bonds are payable from and secured solely by the Series 2018A-1 Pledged Revenues and the Series 2018A-2 Pledged Revenues, respectively, which consist primarily of the Series 2018A-1 Special Assessments and Series 2018A-2 Special Assessments, respectively. The Series 2018A-1 Special Assessments and the Series 2018A-2 Special Assessments will be initially levied on all of the gross acreage of Assessment Area 2, consisting of approximately 55 acres, and will be absorbed by the planned 258 lots (including the church/religious facility) in Assessment Area 2. Set forth below is the proposed allocation of the Series 2018A Special Assessments upon platting of the planned lots comprising Assessment Area 2:

Product Type	Units	Annual Series 2018A-1 Special Assessments[(1)]	Estimated. Annual Series 2018A-2 Special Assessments[(1)]	Estimated Total Annual Series 2018A Special Assessment per Unit[(1)]	Estimated Series 2018A-1 Par Per Unit	Estimated Series 2018A-2 Par Per Unit	Estimated Total Series 2018A-1 and Series 2018A-2 Par per Unit
SF 20'	29	$ 450	$ 762	$1,212	$ 5,667	$9,333	$15,000
SF 30'	21	550	1,144	1,694	6,927	14,073	21,000
SF 40'	56	650	1,526	2,176	8,186	18,814	27,000
SF 50'	33	750	1,908	2,658	9,445	23,555	33,000
SF 60'	81	850	2,290	3,140	10,705	28,278	38,983
SF 80'	7	1,000	3,106	4,106	12,594	38,406	51,000
30' Attch	18	450	1,288	1,738	5,667	15,933	21,600
40' Attch	12	550	1,527	2,077	6,927	18,873	25,800
Church	1	750	834	1,584	4,723	10,277	15,000
Total	258						

(1) Annual assessment amounts include early payment discounts and collection costs of the County Tax Collector which may fluctuate. Annual Series 2018A-2 Special Assessments will be interest-only for the initial three years.

Although the Developer is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2018A-2 Assessments prior to the stated maturity. See "THE DEVELOPMENT – Absorptions" herein for the projected retail absorption schedule.

Series 2018A-3 Special Assessments

Assessment Area 3. The Series 2018A-3 Bonds are payable from and secured solely by the Series 2018A-3 Pledged Revenues, which consist primarily of the Series 2018A-3 Special Assessments. The Series 2018A-3 Special Assessments will be initially levied on all of the gross acreage of Assessment Area 3, consisting of approximately 342 acres comprised of 146 acres inclusive of Dove Pond and the Amenity Center, and will be absorbed by lots in Assessment Area 3 on a first platted, first assigned basis at the estimated amounts provided in the table below, until the Series 2018A-3 Special Assessments are fully assigned. It is expected that the Series 2018A-3 Special Assessments will be fully absorbed by less than the 651 units planned for development in Assessment Area 3. Proceeds of the Series 2018A Bonds are not expected to fund the infrastructure necessary for lot development within Assessment Area 3.

Set forth below is the proposed allocation of the Series 2018A-3 Special Assessments upon platting of lots comprising Assessment Area 3:

Product Type	Annual Series 2018A-3 Special Assessments[(1)]	Estimated Series 2018A-3 Par Per Unit
SF 20'	$ 450	$ 5,467
SF 30'	550	6,682
SF 30' (20-29)	350	4,252
SF 40'	650	7,896
SF 50'	750	9,111
SF 60'	850	10,236
SF 70'	1,000	12,148
SF 80'	1,000	12,148
30' Attch	450	5,467
40' Attch	550	6,682

(1) Annual assessment amounts include early payment discounts and collection costs of County Tax Collector, which may fluctuate. Series 2018A-3 annual assessments will be interest-only until Fiscal Year 2022.

(2) Subject to the planned PUD Amendment for an additional 104 residential units. See "THE DEVELOPMENT" herein for more information regarding the planned PUD Amendment.

The amounts set forth in the tables above are estimates. It is anticipated that funds derived from the operation and maintenance assessments described above will be used by the District primarily to pay for administrative overhead and operating expenses including, without limitation, District management, insurance, infrastructure, asset and amenity management and maintenance and supplies. Furthermore, it is anticipated that funds derived from the HOA fees described above will be used by such association primarily to pay for architectural review fees, deed restriction, waste management, as well as operation and maintenance of any HOA-owned facilities. The

assessments imposed by the District for its administrative, operation and maintenance costs will vary annually, based on the adopted budget of the District for a particular fiscal year. Similarly, the HOA's fee will vary annually, based on the budget adopted by the HOA for a particular year.

Competition

The Developer anticipates that its primary competition will come from the community listed below. The information appearing below has been obtained from the website for the community and the District makes no representation as to the accuracy or completeness of such information.

Southwood. Southwood is an approximately 3,200 acre mixed-use master planned community located approximately eight miles south of the Development. Upon completion, Southwood is planned for approximately 4,700 residential units and approximately 350 acres of mixed-use commercial, office, and industrial space. As of January 2018, approximately 2,600 residences had been constructed and 64 acres of commercial space were vertical. Southwood includes an 18-hole semi-private golf course, golf clubhouse and recreational facilities, including passive and active parks, community center, tennis courts, and meeting rooms for civic functions. A traditional Town Center is located within Southwood which includes office, retail, housing and other ancillary uses. Currently, the only production home builder in Southwood is Premier Fine Homes, which is an affiliate of the Developer. Premier is offering homes ranging in size from 1,439 to 2,500 square feet and in price from $249,000 to $412,000. Additional builders offer custom homes on a limited basis. Southwood is part of the Capital Region CDD, which has issued multiple series of bonds. For future information, visit www.emma.msrb.org.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Developer feels pose primary competition to the Development.

THE DEVELOPER

Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company (the "Developer"), is the majority landowner in the District. The principals of the Developer are Thomas Asbury and Behzad "Steve" Ghazvini. Asbury and Ghazvini family trusts own the membership interests in the Developer. At present, the Developer intends to sell finished lots to OB Homes of Tallahassee, LLC ("OB Homes") for home construction, though it may elect to offer completed lots to other homebuilders in the future. OB Homes is an affiliate of the Developer and has a similar ownership structure.

Brief biographical information on Mr. Asbury and Mr. Ghazvini is provided below:

Thomas "Tom" Asbury has over 30 years' experience in real estate sales, development and management. In 1982, he began partnering with the Ghazvini family in various development projects, eventually assuming the role of Managing Partner for their flagship corporation, Premier Construction & Development. Premier has been involved in the development and construction of over 4,000 lots in 40 separate Florida Panhandle developments. Mr. Asbury is also a principal of

Premier Fine Homes, one of the Tallahassee area's most prominent homebuilders. Mr. Asbury holds a bachelor's degree in Finance from the Florida State University.

Behzad "Steve" Ghazvini has over 30 years' construction industry experience, spanning the institutional, commercial, educational, and site development sectors. As managing member of Sandco, LLC, Mr. Ghazvini provides operations leadership throughout the pre-construction and construction phases of each project. During his career, he has been associated with the construction of projects totaling approximately $1 billion, with individual projects ranging in size from less than $100,000 to over $90 million. Mr. Ghazvini has also served on the board of the Northwest Florida Water Management District, where he served as chair of the Regulation Committee. He holds a bachelor's degree in chemical engineering from Florida State University.

NONE OF THE ENTITIES OR INDIVIDUALS LISTED ABOVE ARE GUARANTEEING ANY OF THE DEVELOPER'S OBLIGATIONS WITH RESPECT TO THE CAPITAL IMPROVEMENT PROGRAM OR ITS COMPLETION OR ANY OF THE DEVELOPER'S OTHER OBLIGATIONS INCURRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 BONDS OR PAYMENT OF THE SERIES 2018 SPECIAL ASSESSMENTS.

TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2018A Bonds in order that interest on the Series 2018A Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2018A Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2018A Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2018A Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indenture with respect to the Series 2018A Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2018A Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2018A Bonds (including any original issue discount properly allocable to the owner thereof) is excluded from gross income for purposes of federal income taxation. Interest on the Series 2018A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Series 2018A Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporation for taxable years that began prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2018A Bonds. Prospective purchasers of Series 2018A Bonds should be aware that the ownership of Series 2018A Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2018A Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2018A Bonds; (iii) the inclusion of interest on Series 2018A Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2018A Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2018A Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2018A Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2018A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2018A Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2018A Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2018A Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2018A Bonds and proceeds from the sale of Series 2018A Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2018A Bonds. This withholding generally applies if the owner of Series 2018A Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2018A

Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters Relating to the Series 2018A Bonds

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2018A 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 2018A 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 2018A 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 2018A Bonds. Prospective purchasers of the Series 2018A Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2018A Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service (the "IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers: (ii) add undue complexity to the federal tax laws; or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2018A Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that, despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its

governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there is not yet enough qualified electors residing within the District. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to, eminent domain, ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX D: FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2018A Bonds. Owners of the Series 2018A Bonds are advised that if the IRS does audit the Series 2018A 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 2018A Bonds may have limited rights to participate in such procedure. The Indenture does not provide for any adjustment to the interest rates borne by the Series 2018A Bonds in the event of a change in the tax-exempt status of the Series 2018A Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018A Bonds could adversely impact both liquidity and pricing of the Series 2018A Bonds in the secondary market.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2018A Bonds, that it will not limit or alter the rights of the District to own, acquire,

construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2018A Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2018A Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018A Bonds. Investment in the Series 2018A Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. 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 Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2018A Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to the Underwriter at: MBS Capital Markets, LLC, 4890 West Kennedy Boulevard, Suite 940, Tampa, Florida 33609.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2018A Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2018A Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018A Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation pending or, to the knowledge of the District, threatened, against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2018A Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence of the District, nor the title of the present members of the Board or the District Manager is being contested.

The Developer

The Developer has represented that, other than as described in "THE DEVELOPMENT - Zoning, Permitting and Environmental – *Recent Permit Related Litigation*" herein, there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2018A Special Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Consulting Engineer, 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 2018A Bonds. Except for the payment of fees to District Counsel, the Methodology Consultant and the Consulting Engineer, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2018A Bonds.

NO RATING

No application for a rating for the Series 2018A Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2018A Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Reports attached hereto as Appendix C to this Limited Offering Memorandum has been prepared by the Consulting Engineer. Appendix C should be read in its entirety for complete information with respect to the subjects discussed therein. The Methodology Consultant has prepared the Assessment Methodology attached hereto as Appendix D. Appendix D should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL INFORMATION

This District has covenanted in the form of Continuing Disclosure Agreement set forth in Appendix E attached hereto to provide its annual audited financial statements to certain information repositories as described in Appendix E, commencing with the audit for the District fiscal year ended September 30, 2018. The Series 2018A Bonds are not general obligation bonds of the District and are payable solely from the Pledged Revenues.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business).

The District has not previously issued any bonds or other debt obligations and therefore has never been in default.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with the Rule, simultaneously with the issuance of the Series 2018A Bonds, the District, the Developer and joined in by Governmental Management Services - Central Florida, LLC, as Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement") in the form of Appendix E attached hereto, for the benefit of the Series 2018A Bondholders (including owners of beneficial interests in such Series 2018A Bonds), respectively, to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. Under certain circumstances, the failure of the District or the Developer to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under either Indenture, but such event of default under the Disclosure Agreement would allow the Series 2018A Bondholders (including owners of beneficial interests in such Series 2018A Bonds), as applicable, to bring an action for enforcement.

Neither the District or the Developer have previously been a party to any continuing disclosure undertaking. With respect to the Series 2018A Bonds, no parties other than the District and the Developer are obligated to provide, nor is expected to provide, any continuing disclosure information.

UNDERWRITING

MBS Capital Markets, LLC (the "Underwriter"), has agreed, pursuant to a bond purchase agreement with the District, dated October 31, 2018, subject to certain conditions, to purchase all of the Series 2018A Bonds from the District. The aggregate purchase price for the Series 2018A Bonds is $11,176,900.00 (representing the par amount of the Series 2018A Bonds of $11,405,000.00, less an Underwriter's discount of $228,100.00). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2018A Bonds if they are purchased.

The Underwriter intends to offer the Series 2018A Bonds to accredited investors at the offering price set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2018A Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

The Series 2018A Bonds were validated by a Final Judgment of the Second Circuit Court in and for Leon County, Florida issued on December 6, 2017. The period for appeal of the judgment of validation of such Series 2018A Bonds has expired with no appeals being taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2018A Bonds are subject to the approval of Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Hopping Green & Sams, Tallahassee, Florida, for the Developer by its counsel, Manausa Law Firm, P.A., Tallahassee, Florida, and for the Underwriter by it counsel, Greenberg Traurig, P.A., Orlando, Florida. Certain legal matters will be passed upon for the Trustee by its counsel Holland & Knight LLP, Miami, Florida.

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

MISCELLANEOUS

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

The references herein to the Series 2018A Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the sale of the Series 2018A Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2018A Bonds.

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AUTHORIZATION AND APPROVAL

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

CANOPY COMMUNITY DEVELOPMENT DISTRICT

By: */s/ Tom Asbury*
Tom Asbury,
Chairperson, Board of Supervisors

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APPENDIX A

FORMS OF MASTER INDENTURE, FIRST SUPPLEMENTAL INDENTURE, SECOND SUPPLEMENTAL INDENTURE, AND THIRD SUPPLEMENTAL INDENTURE

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MASTER TRUST INDENTURE

between

CANOPY COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

Dated as of November 1, 2018

relating to

CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS

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EXHIBIT A – LEGAL DESCRIPTION OF THE DISTRICT
EXHIBIT B – DESCRIPTION OF THE CAPITAL IMPROVEMENT PROGRAM
EXHIBIT C – FORM OF BOND
EXHIBIT D – FORM OF REQUISITION

THIS MASTER TRUST INDENTURE, dated as of November 1, 2018 (the "Master Indenture"), by and between CANOPY COMMUNITY DEVELOPMENT DISTRICT (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee, authorized to accept and execute trusts of the character herein set out (said corporation and any bank or trust company becoming successor trustee under the Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City"), on April 5, 2017, and effective on May 24, 2017, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises to be governed by the Issuer (as further described in **Exhibit A** hereto, the "District Lands") consist of approximately 424.17 acres of land located entirely within the City; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in **Exhibit B** hereto, the "Capital Improvement Program"); and

WHEREAS, the Issuer proposes to finance or refinance the cost of acquisition and construction of the Capital Improvement Program by the issuance of one or more series of bonds pursuant to this Master Indenture;

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures, the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby

assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I
DEFINITIONS

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

"Account" shall mean any account established pursuant to the Indenture.

"Acquisition Agreement" shall mean one or more Acquisition Agreements among the Issuer and the Developer, pursuant to which the Developer agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Developer, certain work product, plans and improvements comprising a portion of the Capital Improvement Program and with respect to a Series of Bonds, as further provided in a Supplemental Indenture.

"Acquisition and Construction Fund" shall mean the Fund so designated which is established pursuant to Section 5.01 hereof.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

"Annual Budget" shall mean the Issuer's budget of current operating and maintenance expenses for a Fiscal Year, adopted pursuant to the provisions of Section 9.20 of this Master Indenture, as the same may be amended from time to time.

"Authenticating Agent," shall mean the agent so described in, and appointed pursuant to, Section 2.03 hereof.

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

"Authorized Newspaper" shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York, New York, or the City, or such other locations as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken under the Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

"Board" shall mean the board of supervisors of the Issuer.

"Bond Counsel" shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

"Bondholder," "Holder of Bonds," "Holder," "Bondowner" or "Owner" or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

"Bond Redemption Fund" shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

"Bond Register" shall have the meaning specified in Section 2.04 of this Master Indenture.

"Bonds" shall mean Canopy Community Development District Special Assessment Bonds, Series [to be designated] issued in one or more Series and delivered pursuant to the provisions of this Master Indenture and Bonds subsequently issued to refund all or a portion of the Bonds.

"Business Day" shall mean any day other than a Saturday, a Sunday, a legal holiday, or a day on which the principal office of the Trustee, the Registrar or any Paying Agent is closed.

"Certified Public Accountant" shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" or "Certified Resolution of the Issuer" shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

"City" shall mean the City of Tallahassee, Florida.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Completion Date" shall have the meaning given to such term in Section 5.01 of this Master Indenture.

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

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

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

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the Issuer, the Developer and any dissemination agent named therein in connection with the issuance of a Series of Bonds hereunder, pursuant to the requirements of the Rule.

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

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of construction/performance bonds, construction permits and platting;

(d) cost of improvements;

(e) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(f) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

(g) cost of all lands, properties, rights, easements, and franchises acquired;

(h) financing charges;

(i) creation of initial reserve and debt service funds;

(j) working capital;

(k) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine;

(l) the cost of issuance of Bonds, including, without limitation, advertisements and printing;

(m) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;

(n) the discount, if any, on the sale or exchange of Bonds;

(o) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(p) costs of prior improvements performed by the Issuer in anticipation of a Project;

(q) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(r) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(s) payments, contributions, dedications, surety bonds, deposits and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any Issuer purpose;

(t) administrative expenses;

(u) taxes, assessments and similar governmental charges during construction or reconstruction of a Project;

(v) expenses of Project management and supervision;

(w) costs of effecting compliance with any and all governmental permits relating to a Project;

(x) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of a Project or to the financing thereof; and

(y) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Counsel" shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

"County" shall mean Leon County, Florida.

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

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

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

"Debt Service Fund" shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

"Debt Service Requirements," with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under the Indenture; and

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

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

"Debt Service Reserve Insurance Policy" shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any account thereof in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking pari passu with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any account thereof in the one of the three highest rating categories of either Moody's or S&P, unless otherwise approved by the Credit Facility Issuer who has issued a municipal bond insurance policy with respect to the Bonds.

"Debt Service Reserve Letter of Credit" shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any account thereof in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking pari passu with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any account thereof in the one of the three highest rating categories of either Moody's or S&P, unless otherwise approved by the Credit Facility Issuer who has issued a municipal bond insurance policy with respect to the Bonds.

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

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

"Deferred Costs" shall mean the amount advanced by the Developer and deposited into the appropriate Account of the Acquisition and Construction Fund, and with respect to an Acquisition Agreement or the amount by which the Cost of the Capital Improvement Program or portion thereof to be conveyed by the Developer to the Issuer pursuant to such Acquisition Agreement exceeds the amount actually paid by the Issuer for the Capital Improvement Program or portion thereof from proceeds of the applicable Series of Bonds, the repayment of such costs

being subordinate to the Bonds issued and Outstanding under the Indenture and payable, if ever, solely as provided herein and in the applicable Supplemental Indenture. The Trustee may conclusively rely on specific written instructions set forth in the applicable Supplemental Indenture or certifications set forth in a requisition delivered to it with respect to the existence of any Deferred Costs to be paid and the amount to be paid. In all other respects, the Trustee, absent specific written notice from the Issuer or the District Manager, is authorized to assume that no Deferred Costs exist.

"Developer" shall mean Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to all or any part of the respective interests and assumes any or all of the respective responsibilities of said entities, as the developers of the District Lands.

"District Lands" shall mean the premises governed by the Issuer, currently consisting of approximately 424.17 acres of land located entirely within the City, as more fully described in **Exhibit A**.

"District Manager" shall mean the then District Manager or acting District Manager of the Issuer.

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

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

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

"Fitch" shall mean Fitch Ratings, Inc.

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

"Generally Accepted Governmental Accounting Principles" shall mean those accounting principles applicable in the preparation of financial statements of governmental entities such as the Issuer.

"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.

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

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

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

"Interest Payment Date" shall mean each May 1 and November 1 commencing on the date specified in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

"Interest Period" shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment, which shall always be a Business Day.

"Investment Grade Rating" shall mean either a rating of "BBB-" or higher by S&P or a rating of "Baa3" or higher by Moody's or a rating of "BBB-" or higher by Fitch.

"Investment Securities" shall mean and includes any of the following securities;

(1) Government Obligations;

(2) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such Association); FannieMae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation.

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

(4) commercial paper rated in one of the top two rating categories by both Moody's and S&P;

(5) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under

Section 103 of the Code and rated in one of the top two rating categories by both Moody's and S&P;

(6) 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 by Moody's or S&P;

(7) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must at the direction of the Issuer to the Trustee, within ten (10) calendar days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days. Any repurchase agreement entered into pursuant to this Master Indenture shall contain the following additional provisions:

(i) Failure to maintain the requisite collateral percentage will require the Issuer or the Trustee to liquidate the collateral as provided above;

(ii) The Holder of the collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(iii) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Issuer shall be rendered that the Holder of the collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the collateral is in possession);

(iv) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

(v) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

(vi) The Issuer or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

(vii) The Issuer and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the Issuer and the Trustee and shall be in form and substance satisfactory to the Issuer) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

(viii) The term of the repurchase agreement shall be no longer than ten years or the remaining term of the Bonds, whichever is earlier;

(ix) The interest with respect to the repurchase transaction shall be payable no less frequently than quarterly;

(x) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Master Indenture;

(xi) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Beneficial Owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the Beneficial Owners; and

(xii) The collateral delivered or transferred to the Issuer, the Trustee, or a third-party acceptable to, and acting solely as agent for, the Trustee (the "Holder of the collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the Majority Owners and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee

in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(8) any other investment permitted under Florida law and approved in writing by the Majority Owners of the Bonds secured thereby;

(9) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the Issuer of Columbia, if such obligations are rated in one of the three highest ratings by both Moody's and S&P or in one of the two highest categories by either S&P or Moody's; and

(10) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the highest short-term rating category by Moody's, S&P or Fitch (if the term of such agreement does not exceed 365 days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated Aa2 or better by Moody's and AA or better by S&P or Fitch, respectively (if the term of such agreement is more than 365 days) or is the lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

interest is paid on any date interest is due on the Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;

moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two days' notice unless otherwise specified in a Supplemental Indenture;

the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and

the Trustee receives an opinion of Counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

in the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Trustee within ten (10) Business Days of such downgrade event and the provider shall at its option, within five (5) Business Days after notice is given to the Trustee, take any of the following actions:

collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach, or

assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach or

have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach.

in the event the provider has not satisfied any one of the above conditions within three (3) days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(11) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the Issuer of Columbia, if such obligations are rated in one of the three highest ratings by both Moody's and S&P or in one of the two highest categories by either S&P or Moody's; and

(12) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation).

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

"Issuer" shall mean Canopy Community Development District.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding to which such reference is made.

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

"Master Indenture" shall mean, this Master Trust Indenture by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

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

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

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

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

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

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

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

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

"Paying Agent" shall mean initially, the Trustee, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

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

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a specific Series of Bonds, with respect to a particular Series of Bonds Outstanding,

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

"Project" shall mean, with respect to any Series of Bonds, the portion or portions of the Capital Improvement Program financed or refinanced with such Series of Bonds, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the portion or portions of the Capital Improvement Program financed with such Series of Bonds shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

"Rebate Fund" shall mean the Fund, if any, so designated, which is established pursuant to an arbitrage rebate agreement, into which shall be deposited certain moneys in accordance with the provisions of said arbitrage rebate agreement.

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

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

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

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

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision

thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County, (d) the City and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the City and (e) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

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

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

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

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

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

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

"Sinking Fund Installments" shall mean the money required to be deposited in the Sinking Fund Account for the purpose of the mandatory redemption of any term Bonds issued pursuant to the Indenture, the specific amounts and times of such deposits to be as set forth in Section 8.01(c) hereof and the applicable Supplemental Indenture.

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act (except for any such special assessments levied and collected for maintenance purposes), against the District Lands that are subject to assessment as a result of a particular Project or any portion thereof, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the District Lands that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

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

"State" shall mean the State of Florida.

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

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

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

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

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

ARTICLE II
THE BONDS

SECTION 2.01. AMOUNTS AND TERMS OF BONDS; DETAILS OF BONDS. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as "Canopy Community Development District Special Assessment Bonds, Series [to be designated]" (the "Bonds"). The total principal amount of Bonds that may be issued under this Master Indenture is expressly limited to $110,000,000 exclusive of any refunding bonds. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each series and in substantially the form attached hereto as **Exhibit C**, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer's written request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior

to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to giving such notices, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, but subject to the provisions of Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

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

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

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

SECTION 2.04. REGISTRATION AND REGISTRAR. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at

which the Bond Register is kept. Initially, and until the Trustee provides notice as provided in the immediately preceding sentence, the Bond Register shall be kept at the Trustee's corporate trust office in Orlando, Florida.

SECTION 2.05. MUTILATED, DESTROYED, LOST OR STOLEN BONDS. If any Bond shall become mutilated, the Issuer shall execute and the Trustee or Authenticating Agent, as the case may be, shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or Authenticating Agent, as the case may be, of such mutilated Bond for cancellation, and the Issuer and the Trustee or Authenticating Agent, as the case may be, may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee or Authenticating Agent, as the case may be; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee or Authenticating Agent, as the case may be, shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee or Authenticating Agent, as the case may be, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds of such same series duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. TEMPORARY BONDS. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its written request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon written request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. CANCELLATION AND DESTRUCTION OF SURRENDERED BONDS. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent or Authenticating Agent to, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect. The Trustee shall deliver to the Issuer a certificate of destruction in respect of all Bonds destroyed in accordance with this Section.

SECTION 2.08. REGISTRATION, TRANSFER AND EXCHANGE. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

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

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

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

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

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

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

SECTION 2.09. PERSONS DEEMED OWNERS. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue

and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. LIMITATION ON INCURRENCE OF CERTAIN INDEBTEDNESS. The Issuer will not issue Bonds, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. QUALIFICATION FOR THE DEPOSITORY TRUST COMPANY. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee in writing) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

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

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

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect

Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

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

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

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

ARTICLE III
ISSUE OF BONDS

SECTION 3.01. ISSUE OF BONDS. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Cost of acquisition or construction of the Capital Improvement Program or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at written request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the

payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Section XIV hereof;

(2) a written opinion or opinions of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds or in connection with the acquisition of the improvements included in a Project have been obtained or based on certifications of the Consulting Engineer can be reasonably expected to be obtained on or prior to the date such consents are required for such Project; and (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, and in exchange for the payment of proceeds of the Bonds at the time of the issuance of the Bonds, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company) (clause (c) shall not apply in the case of the issuance of a refunding Series of Bonds);

(3) an opinion of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that: (a) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (c) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all State, City, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (d) the related Indenture has been duly and validly authorized, approved, and executed by the Issuer; (e) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (f) the related Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding

at law or in equity (clauses (a), (b) and (c) shall not apply in the case of the issuance of a refunding Series of Bonds);

(4) a Consulting Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) to the best of his knowledge, the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds); the Consulting Engineer's certificate may incorporate its engineering report by reference to satisfy all or some of the above requirements;

(5) a Consultant's certificate that (a) the benefit from the Project equals or exceeds the amount of Special Assessments; (b) the Special Assessments are fairly and reasonably allocated across the District Lands subject to the Special Assessments; and (c) the Special Assessments are sufficient to pay the Debt Service Requirements on the Bonds;

(6) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

(7) the proceeds of the sale of such Bonds.

(8) any Credit Facility authorized by the Issuer in respect to such Bonds;

(9) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds);

(10) an executed opinion of Bond Counsel substantially to the effect that (a) the Series of Bonds are valid and binding limited obligations of the Issuer, (b) the Indenture constitutes a valid and binding obligation of the Issuer, enforceable in accordance with its terms, and (c) if such

Series of Bonds are not taxable Bonds, that the interest thereon is excludable from gross income for federal income tax purposes under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers;

(11) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(12) a copy of a Final Judgment of Validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation;

(13) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate stating (a) the intended use of the proceeds of the issue; (b) any other amounts available for the purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(14) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(15) such other documents, certifications and opinions as shall be required by the Supplemental Indenture or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer shall be conclusive evidence of satisfaction of conditions precedent, set forth in this Article, as to the Issuer.

ARTICLE IV
ACQUISITION OF PROJECT

SECTION 4.01. PROJECT TO CONFORM TO PLANS AND SPECIFICATIONS; CHANGES. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. COMPLIANCE REQUIREMENTS. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and

applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations.

ARTICLE V
ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01. ACQUISITION AND CONSTRUCTION FUND. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon written request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate written accounting in respect of the Costs of any designated portion of a Project. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the applicable Project or portion thereof.

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

(i) Subject to Section 9.24 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof; and

(ii) Subject to Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof.

Amounts in the Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of a Project or a portion thereof, as applicable, pertaining to the Series of Bonds in

question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of such Project or the payment of Deferred Costs, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

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

(c) *Completion of Project*. On the date of completion of a Project, as evidenced by the delivery to the Trustee of a certificate of the Consulting Engineer and adoption of a resolution by the Board accepting a Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project or the payment of Deferred Costs, shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01. SPECIAL ASSESSMENTS; LIEN OF INDENTURE ON PLEDGED REVENUES. The Issuer hereby covenants that it shall levy Special Assessments, and collect such Special Assessments in accordance with Section 9.04 hereof, unless otherwise provided in a

Supplemental Indenture for a Series of Bonds, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

The Issuer shall, within five (5) Business Days of receipt thereof pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as prepayments of Special Assessments and any amounts received under a "true-up" or similar agreement shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee in writing at the time of deposit of any amounts received as prepayments of Special Assessments and shall identify the related Series of Bonds.

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

SECTION 6.02. FUNDS AND ACCOUNTS RELATING TO THE BONDS. The Funds and Accounts specified in this Article VI shall be established under the Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the specific Series of Bonds issued pursuant to such Supplemental Indenture and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto. Subject to the foregoing sentence, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the

case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

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

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

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next

succeeding principal payment date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

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

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

SIXTH, subject to the following paragraph the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the written direction of the Issuer, withdraw any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section or the related supplemental Indenture and deposit such moneys as directed in writing to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Special Assessment prepayments (including any portion thereof comprising interest thereon) pledged to a particular Series of Bonds shall be deposited directly into the applicable Series account of the Bond Redemption Fund as provided herein.

SECTION 6.04. DEBT SERVICE FUND. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and a Series Sinking Fund Account for each Series of Bonds, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal

of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee in writing that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

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

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the Sinking Fund Installment date in each of the years set forth in a Supplemental Indenture to the redemption of Bonds of a Series in the amounts, manner and maturities and on the dates set forth in a Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of a Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all

purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds (and the interest applicable thereto) so presented.

SECTION 6.05. DEBT SERVICE RESERVE FUND. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee for the benefit of each related Series of Bonds; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. Unless otherwise provided in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of a Special Assessment against such lot or parcel, which Special Assessment is pledged for the payment and security of such Series of Bonds, the excess amount shall be transferred from the Series Account of the Debt Service Reserve Fund to the Bond Redemption Fund established for such Series of Bonds, as a credit against the principal amount of the prepayment otherwise required to be made by the owner of such lot or parcel. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Series Account of the Debt Service Reserve Requirement for any other reason, the excess amount shall be transferred from the Series Account of the Debt Service Reserve Fund to the related Series Account of the Revenue Fund.

Whenever for any reason on an Interest Payment Date or principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is

insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay amounts due with respect to a Series of Bonds secured by the Series Account of the Debt Service Reserve Fund on such date.

Notwithstanding the foregoing, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such

deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

SECTION 6.06. BOND REDEMPTION FUND. The Trustee is hereby authorized and directed to establish a Series Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08(c) and 9.14(c) of this Master Indenture. The Series Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Bond Redemption Fund (including all earnings on investments held in the Series Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Series Rebate Fund, if any, as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Bond Redemption Fund to the Series Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices, including interest due thereon, provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption, the Bonds of the applicable Series which are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds

(including interest thereon) of the applicable Series as, with the redemption premium, may be practicable; provided, however, that not less than Five Thousand Dollars ($5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. DRAWINGS ON CREDIT FACILITY. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. PROCEDURE WHEN FUNDS ARE SUFFICIENT TO PAY ALL BONDS OF A SERIES. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar, Credit Facility Issuer, the Trustee, at the written direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. CERTAIN MONEYS TO BE HELD FOR SERIES BONDOWNERS ONLY. Each Series of Bonds issued pursuant to this Master Indenture and a Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. UNCLAIMED MONEYS In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the Owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due, such amounts shall, upon the written request of the Issuer, if the Issuer is not at the time to the actual knowledge of the Trustee in default with respect to any covenant in the Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited

to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

ARTICLE VII
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. DEPOSITS AND SECURITY THEREFOR. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under the Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by the Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under the Indenture or such Supplemental Indenture, in which the Trustee (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000.

SECTION 7.02. INVESTMENT OR DEPOSIT OF FUNDS. Except to the extent otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Account in the Debt Service Fund and any Series Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraph (3) or (6), of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined

net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon the written request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, all moneys in the Funds and Accounts established under the Indenture shall be invested in investments of the nature described in subparagraph (6) of the definition of Investment Securities. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may make any investments permitted by the provisions of this Section 7.02 through its own bond department or brokerage division.

The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments.

SECTION 7.03. VALUATION OF FUNDS. Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture within five (5) Business Days following each November 1 Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets 45 days prior to each Interest Payment Date, and, in either case, as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall

be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

SECTION 7.04. BROKERAGE CONFIRMATIONS. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer monthly transaction statements that include detail for all investment transactions made by the Issuer hereunder.

ARTICLE VIII
REDEMPTION AND PURCHASE OF BONDS

SECTION 8.01. REDEMPTION DATES AND PRICES. The Bonds may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in a Supplemental Indenture.

(a) Optional Redemption. Bonds of a Series shall be subject to optional redemption at the written direction of the Issuer, at the times and upon payment of the Redemption Price plus the accrued interest to the redemption date, as provided in a Supplemental Indenture.

(b) Extraordinary Mandatory Redemption in Whole or in Part. Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08(a) hereof; (ii) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with Section 9.08(b) hereof; (iii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than the Rebate Fund and any other Fund or Account expressly pledged to a different Series of Bonds as provided in a Supplemental Indenture with respect to a Series of Bonds or any money required to pay Costs of the Project or Deferred Costs) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds from moneys in excess of the Series Account of the Debt Service Reserve Requirement in the Series Account of the Debt Service Reserve Fund transferred to the Series Bond Redemption Fund pursuant to Section 6.05 hereof; (v) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Bond Redemption Fund in accordance with Section 6.03 of this Master

Indenture; (vi) from moneys, if any, on deposit in the Series Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vii) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

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

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

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the Issuer in writing or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

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

SECTION 8.02. NOTICE OF REDEMPTION AND OF PURCHASE. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be given by Electronic Means or mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond

Register on the fifth (5th) day prior to such mailing), at their registered addresses and also to any Credit Facility Issuer, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

(a) the redemption or purchase date;

(b) the redemption or purchase price;

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

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

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

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

(g) any condition or conditions to be met prior to the redemption of the Bonds of such Series, including, but not limited to receipt of funds sufficient to accomplish the redemption of the Bonds.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and

become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

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

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

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

SECTION 8.03. PARTIAL REDEMPTION OF BONDS. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date.

ARTICLE IX
COVENANTS OF THE ISSUER

SECTION 9.01. POWER TO ISSUE BONDS AND CREATE LIEN. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute the Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Bondholders and any Credit Facility Issuer under the Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. PAYMENT OF PRINCIPAL AND INTEREST ON BONDS. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THE INDENTURE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE CAPITAL IMPROVEMENT PROGRAM OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THE INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THE INDENTURE OR IN THE INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE CITY, THE COUNTY, OR THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE CITY, THE COUNTY, OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 9.03. SPECIAL ASSESSMENTS; RE-ASSESSMENTS.

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

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

SECTION 9.04. METHOD OF COLLECTION. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Unless otherwise provided by Supplemental Indenture, the Issuer shall use its best efforts to adopt the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto, as soon as practicable, or a comparable alternative method afforded by Section 197.3631, Florida Statutes. If using such uniform method, the Issuer shall use its best efforts to enter into one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall use its best efforts to ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under the Indenture. To the extent that it is not in the best interests of the Issuer to collect Special Assessments, all or in part, pursuant to the "uniform tax roll collection" method under Chapter 197, Florida Statutes, the Issuer may elect to collect and enforce Special Assessments, all or in part, pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto. The election to collect and enforce Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the Issuer from electing to collect and enforce Special Assessments pursuant to any other method permitted by law in any subsequent year.

Notwithstanding the immediately preceding paragraph or any other provision in this Master Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of a Series of Bonds, requests in writing that the Issuer not use the uniform method, but instead collect and enforce the Special Assessments securing such Series of Bonds pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Special Assessments in the manner and pursuant to the method so requested by the Trustee.

SECTION 9.05. DELINQUENT SPECIAL ASSESSMENTS. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer may, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, 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, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

SECTION 9.06. SALE OF TAX CERTIFICATES AND ISSUANCE OF TAX DEEDS; FORECLOSURE OF SPECIAL ASSESSMENT LIENS. If the Special Assessments levied and collected under the uniform method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the uniform method of levy and collection is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys fees, if any) from any legally available funds of the Issuer, and the Issuer shall thereupon receive in its corporate name (or in the name of a special purpose entity) the title to the property for the benefit of the Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to

such Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Owners within thirty (30) days after the receipt of the request therefor signed by the Majority Owners of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property.

SECTION 9.07. BOOKS AND RECORDS WITH RESPECT TO SPECIAL ASSESSMENTS. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. A copy of such report shall, upon written request, be mailed by the Issuer to any Owner.

SECTION 9.08. REMOVAL OF SPECIAL ASSESSMENT LIENS. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds the following procedures shall apply in connection with the removal of Special Assessment liens.

(a) At any time from the date of levy of Special Assessments on a parcel of District Lands through the date that is thirty (30) days after the related Project has been completed and the Board of the Issuer has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments that relate to a Series of Bonds by paying to the Issuer the entire amount of such Special Assessment on such property, without interest. The District may require all landowners to waive such right.

(b) At any time subsequent to thirty (30) days after the related Project has been completed and the Board of the Issuer has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty (40) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner. The Issuer may require all landowners to waive such right, or to limit the number of prepayments that may be made.

(c) Upon receipt of a prepayment as described in (a) or (b) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case

may be, executed by an authorized officer of the Issuer, to the effect that the Special Assessment has been paid and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) or (ii) hereof, as the case may be.

SECTION 9.09. DEPOSIT OF SPECIAL ASSESSMENTS. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the applicable Series Account of the Revenue Fund (except that amounts received as prepayments of Special Assessments shall be designated by the Issuer in writing as such upon delivery to the Trustee and shall be deposited directly into the related Series Bond Redemption Fund).

SECTION 9.10. CONSTRUCTION TO BE ON ISSUER LANDS. Except for certain off site mitigation, roadway, utility connections and landscaping improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the Issuer covenants that no part of a Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. OPERATION, USE AND MAINTENANCE OF PROJECT. The Issuer shall establish and enforce reasonable rules and regulations governing the use of a Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. OBSERVANCE OF AND COMPLIANCE WITH VALID REQUIREMENTS. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon the Capital Improvement Program or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Capital Improvement Program. The Issuer shall not, except as otherwise permitted in Section 9.24 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 9.13. PAYMENT OF OPERATING OR MAINTENANCE COSTS BY STATE OR OTHERS. The Issuer may permit the United States of America, the State, or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating any Project out of funds other than Pledged Revenues.

SECTION 9.14. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE; MAINTENANCE OF INSURANCE; USE OF INSURANCE AND CONDEMNATION PROCEEDS.

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

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of any Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations which are to be provided in an annual report, as required by Section 9.21 hereof. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to such Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

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

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of a Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate fund to be established by the Trustee for such purpose, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the related Series Bond Redemption Fund for the purpose of purchasing or redeeming Bonds

according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall deliver to the Trustee from the District Manager, an evaluation of the proposed plan together with an opinion to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves. The Trustee shall be entitled to rely upon such evaluation and opinion of the District Manager without further inquiry or diligence.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be

established and maintained, and the Issuer shall comply with such recommendations. A copy of each Qualified Self Insurance plan and of each annual report thereon shall be delivered to the Trustee, and the Trustee shall be under no duty to evaluate the accuracy or sufficiency thereof.

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

Within the first six (6) months of each Fiscal Year, the District Manager shall prepare a complete report of the status of the insurance coverages relating to all Projects, such report to include, without being limited thereto, a schedule of all insurance policies required by the Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and the risks covered thereby. The Issuer shall maintain a copy of such report and shall, upon written request, provide a copy to any Owner.

SECTION 9.15. COLLECTION OF INSURANCE PROCEEDS. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of $1,000,000 or more in aggregate principal amount of the related Series of Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be reasonably necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it, subject to the payment of its and its counsel's fees and expenses and indemnification to its satisfaction.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager approved by the Consulting Engineer, and filed with the Trustee. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 9.16. USE OF REVENUES FOR AUTHORIZED PURPOSES ONLY. None of the Pledged Revenues shall be used for any purpose other than as provided in the Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of the Indenture.

SECTION 9.17. BOOKS, RECORDS AND ANNUAL REPORTS. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Governmental Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies,

relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. OBSERVANCE OF ACCOUNTING STANDARDS. The Issuer covenants that all the accounts and records of the Issuer relating to any Project will be kept according to Generally Accepted Governmental Accounting Principles consistently applied and consistent with the provisions of the Indenture.

SECTION 9.19. EMPLOYMENT OF CERTIFIED PUBLIC ACCOUNTANT. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and the Indenture.

SECTION 9.20. ESTABLISHMENT OF FISCAL YEAR, ANNUAL BUDGET. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and a copy of such Certified Resolution is filed with the Trustee.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under the Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. EMPLOYMENT OF CONSULTING ENGINEER; CONSULTING ENGINEER'S REPORT.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by the Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of the portions of the Capital Improvement Program owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Capital Improvement Program

owned by the Issuer have been maintained in good repair, working order and condition, and (ii) its recommendations as to:

(1) the proper maintenance, repair and operation of any Project owned by the Issuer during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes; and

(2) the insurance to be carried under the provisions of Section 9.14 hereof and the amount that should be set aside monthly for the purpose of paying insurance premiums which fall due less often than monthly.

Promptly after the receipt of such reports by the Issuer, copies thereof shall be mailed by the Issuer to all Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.22. AUDIT REPORTS. The Issuer covenants that, no later than the date required by State law, which is currently nine (9) months after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose. If the material required to be in such audit also appears in the annual report of the Issuer provided for in Section 9.17 hereof in a manner that can be readily identified, then the filing of a copy of such annual audit shall satisfy the requirement of this Section.

SECTION 9.23. [RESERVED].

SECTION 9.24. COVENANT AGAINST SALE OR ENCUMBRANCE; EXCEPTIONS. Subject to Section 9.28 hereof, the Issuer covenants that, (a) except for those improvements comprising the Capital Improvement Program that are to be conveyed by the Issuer to the County, the State, or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber the Capital Improvement Program, or any part thereof. The Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the Project financed with such Series of Bonds, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

Upon any sale of property relating to a Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars ($50,000) under the provisions of this Section, the

Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

The Issuer may lease or grant easements, franchises or concessions for the use of any part of the Capital Improvement Program not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Revenue Fund.

SECTION 9.25. FIDELITY BONDS. Every officer, agent or employee of the Issuer having custody or control of any of the Pledged Revenues shall be bonded by a responsible corporate surety in an amount not less than the greatest amount reasonably anticipated to be within the custody or control of such officer, agent or employee at one time. The premiums on such surety bonds shall be paid by the Issuer as an expense of operation and maintenance of a Project.

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

SECTION 9.27. COMPLIANCE WITH OTHER CONTRACTS AND AGREEMENTS. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Capital Improvement Program and the issuance of the Bonds.

SECTION 9.28. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues except as provided in Section 6.01 hereof with respect the reimbursement due any Credit Facility Issuer.

SECTION 9.29. EXTENSION OF TIME FOR PAYMENT OF INTEREST PROHIBITED. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf

of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under the Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

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

SECTION 9.31. USE OF BOND PROCEEDS TO COMPLY WITH INTERNAL REVENUE CODE. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of such Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of each Series of Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Bonds.

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

SECTION 9.33. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Issuer or the Developer(s) (if obligated pursuant to a Continuing Disclosure Agreement) to comply with such Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Majority Owners of a Series of Bonds and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.33.

SECTION 9.34. PROVISIONS RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER. The provisions of this Section 9.34 shall apply both before and after the commencement, whether voluntary or involuntary, or any case, proceeding or other

action by or against any owner of any tax parcel subject to at least five percent (5%) of the Special Assessments securing a Series of Bonds (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"), except where such tax parcel shall be homestead property. For as long as any Series of Bonds remain outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, any Series of Bonds or any Special Assessments securing a Series of Bonds, the Issuer shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting the Series of Bonds or for as long as any such Series of Bonds remain Outstanding.

The Issuer further acknowledges and agrees that, although a Series of Bonds may be issued by the Issuer, the Owners of the Series of Bonds are categorically a party with a financial stake in the transaction and, consequently, a party with a vested interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer:

(a) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Special Assessments securing a Series of Bonds, such Series of Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; provided, however, that the Trustee shall be deemed to have consented, on behalf of the Majority Owners of Outstanding Bonds of a Series, to the proposed action if the District does not receive a written response from the Trustee within forty-five (45) days following request for consent;

(b) the Trustee shall have the right, but is not obligated to (unless directed by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), (i) vote in any such Proceeding any and all claims of the Issuer, except for any claims the Issuer may have related to the Issuer's operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds and (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, except for any claims the Issuer may have related to the Issuer's operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing; and, if the Trustee chooses to exercise any such rights (or is directed in writing by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote

to accept or reject a plan, and to make any election under Section 1111(b) of the United States Bankruptcy Code; and

(c) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the Issuer claim with respect to the Special Assessments securing a Series of Bonds or receipt of adequate protection (as that term is defined in the United States Bankruptcy Code).

Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments securing a Series of Bonds, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of paragraph (a) above, nothing in this Section 9.34 shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the Issuer shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the Issuer in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or directions with respect to the Special Assessments securing a Series of Bonds whether such claim is pursued by the Issuer or the Trustee.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

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

SECTION 10.02. EVENTS OF DEFAULT DEFINED. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

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

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

(c) if the Issuer, for any reason, fails to, or is rendered incapable of fulfilling its obligations under the Indenture or under the Act; or

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

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

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

(g) The Trustee withdraws more than twenty-five percent (25%) of the available funds from a Series Account of the Debt Service Reserve Fund established to pay Debt Service Requirements for a Series of Bonds and such amount is not replenished **within twelve 12) months** of the date of withdrawal (including from collections of delinquent Special Assessments); or

(h) More than twenty-five percent (25%) of the operation and maintenance assessments levied and collected directly by the Issuer on District Lands subject to the Special Assessments securing such Series of Bonds are not paid within 90 days of the date such are due and payable ("Delinquent Direct Billed Operation and Maintenance Assessments").

An Event of Default with respect to a Series of Bonds shall not be an Event of Default as to any other Series of Bonds, unless otherwise provided in a Supplemental Indenture.

SECTION 10.03. NO ACCELERATION. No Series of Bonds issued under this Master Indenture shall be subject to acceleration.

SECTION 10.04. LEGAL PROCEEDINGS BY TRUSTEE. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and

upon the written request of the Majority Owners of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its own name:

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

(b) bring suit upon the Series of Bonds;

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

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

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

SECTION 10.05. DISCONTINUANCE OF PROCEEDINGS BY TRUSTEE. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.06. BONDHOLDERS MAY DIRECT PROCEEDINGS. The Majority Owners of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

SECTION 10.07. LIMITATIONS ON ACTIONS BY BONDHOLDERS. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Owners of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including reasonable counsel fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.08. TRUSTEE MAY ENFORCE RIGHTS WITHOUT POSSESSION OF BONDS. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.09. REMEDIES NOT EXCLUSIVE. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.10. DELAYS AND OMISSIONS NOT TO IMPAIR RIGHTS. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.11. APPLICATION OF MONEYS IN EVENT OF DEFAULT. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following priority:

(a) to the payment of the costs of the Trustee, the Registrar and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including reasonable counsel fees, costs and expenses and any disbursements of the Trustee, the Registrar and the Paying Agent and payment of unpaid fees owed to the Trustee, the Registrar and the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become due and payable:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) If the principal of all Bonds of a Series shall have become due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.12. TRUSTEE'S RIGHT TO RECEIVER; COMPLIANCE WITH ACT. The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.13. TRUSTEE AND BONDHOLDERS ENTITLED TO ALL REMEDIES UNDER ACT. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.12 hereof.

SECTION 10.14. CREDIT FACILITY ISSUER'S RIGHTS UPON EVENTS OF DEFAULT. Anything in the Indenture to the contrary notwithstanding, if any Event of Default has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

SECTION 10.15. ISSUER COVENANTS AFTER EVENT OF DEFAULT.. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of this Master Indenture and the applicable Supplemental Indenture, the provisions for the collection of delinquent Special Assessments, the provisions for the foreclosure of liens of delinquent Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the written direction of, and on behalf of, the Majority Owners, from time to time, of the applicable Series of Bonds. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the Issuer acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Special Assessments collected directly by the Issuer when due, that the entire Special Assessments related to the applicable Series of Bonds on the tax parcel as to which such delinquent Special Assessment pertains, with interest and penalties thereon, shall immediately become due and payable and the Issuer shall cause to be commenced the necessary legal proceedings for the foreclosure of liens of delinquent Special Assessments related to the applicable Series of Bonds with respect to such tax parcel, including interest and penalties 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. Notwithstanding anything to the contrary herein, the Issuer shall be entitled to first recover from any foreclosure before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Special Assessments, as defined herein.

ARTICLE XI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

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

SECTION 11.02. NO RESPONSIBILITY FOR RECITALS. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY FOR WILLFUL MISCONDUCT OR NEGLIGENCE. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and reliance thereon. The

Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under the Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder.

The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee so long as it does so in accordance with the provisions of this Master Indenture. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Master Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Master Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. COMPENSATION AND INDEMNITY. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law and specifically without waiving its sovereign immunity protection, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct, negligence or breach of its obligations hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee, or coming into its hands and payable to the Issuer (but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility), which right of payment shall be prior to the right of the Holders of the Bonds. The provision for indemnity shall survive the termination of the Indenture and, as to any Trustee, its removal or resignation as Trustee. Notwithstanding anything herein to the contrary, no provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. NO DUTY TO RENEW INSURANCE. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

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

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

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

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

SECTION 11.10. CONSTRUCTION OF AMBIGUOUS PROVISIONS. The Trustee may construe any ambiguous or inconsistent provisions of the Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding

upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. RESIGNATION OF TRUSTEE. The Trustee may resign and be discharged of the trusts created by the Indenture by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent if not also the Trustee, Registrar if not also the Trustee, Authenticating Agent and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. REMOVAL OF TRUSTEE. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under the Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Owners of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar, Authenticating Agent and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of the Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Majority Owners of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for appointment of a successor trustee.

SECTION 11.13. APPOINTMENT OF SUCCESSOR TRUSTEE. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Authenticating Agent, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date

when such resignation or removal was to take effect, the Majority Owners of all Bonds then Outstanding may appoint a successor Trustee.

SECTION 11.14. QUALIFICATION OF SUCCESSOR. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least $50,000,000.

SECTION 11.15. INSTRUMENTS OF SUCCESSION. Any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights to indemnity under Section 11.04 hereof.

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

SECTION 11.17. EXTENSION OF RIGHTS AND DUTIES OF TRUSTEE TO PAYING AGENT AND REGISTRAR. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09 and 11.10 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of the Indenture applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. RESIGNATION OF PAYING AGENT OR REGISTRAR. The Paying Agent or Registrar may resign and be discharged of the duties created by the Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving

written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

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

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

SECTION 11.21. QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR REGISTRAR. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by the Indenture and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least $50,000,000.

SECTION 11.22. JUDICIAL APPOINTMENT OF SUCCESSOR PAYING AGENT OR REGISTRAR. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of

this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

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

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

ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01. ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

ARTICLE XIII
AMENDMENTS AND SUPPLEMENTS

SECTION 13.01. AMENDMENTS AND SUPPLEMENTS WITHOUT BONDHOLDERS' CONSENT. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

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

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

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

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

SECTION 13.02. AMENDMENTS WITH BONDHOLDERS' CONSENT. Subject to the provisions of Section 13.03 hereof, this Master Indenture may be amended from time to time by a Supplemental Indenture and any Supplemental Indenture approved by the Majority Owners of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

SECTION 13.03. TRUSTEE AUTHORIZED TO JOIN IN AMENDMENTS AND SUPPLEMENTS; RELIANCE ON COUNSEL. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may rely on a written opinion of Counsel at the expense of the Issuer that such

Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done. The Trustee shall not be obligated to enter into any Supplemental Indenture or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights and remedies hereunder.

ARTICLE XIV
DEFEASANCE

SECTION 14.01. DEFEASANCE. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. DEPOSIT OF FUNDS FOR PAYMENT OF BONDS. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in

accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds.

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

ARTICLE XV
MISCELLANEOUS PROVISIONS

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

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

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

SECTION 15.03. NO RIGHTS CONFERRED ON OTHERS. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

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

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

SECTION 15.06. NOTICES. Any notice, demand, direction, request or other instrument authorized or required by the Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of the Indenture if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed as follows:

(a) As to the Issuer: Canopy Community Development District
c/o Governmental Management Services, LLC
135 W. Central Blvd.
Suite 320
Orlando, Florida 32801
Attention: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Jonathan Johnson, Esq.

(b) As to the Trustee: U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under the Indenture are to be sent.

All documents received by the Trustee under the provisions of the Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

SECTION 15.07. CONTROLLING LAW. The Indenture shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. SUCCESSORS AND ASSIGNS. All the covenants, promises and agreements in the Indenture contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. HEADINGS FOR CONVENIENCE ONLY. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. COUNTERPARTS. This Master Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. APPENDICES AND EXHIBITS. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Canopy Community Development District has caused this Master Indenture to be executed by the Chairman of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank National Association has caused this Master Indenture to be executed by one of its corporate offices, all as of the day and year first above written.

CANOPY COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Chairman, Board of Supervisors

_____
Secretary, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Trustee, Paying Agent and Registrar

By: _____
Vice President

EXHIBIT A

LEGAL DESCRIPTION OF CANOPY COMMUNITY DEVELOPMENT DISTRICT

[TO COME]

EXHIBIT B

DESCRIPTION OF THE CAPITAL IMPROVEMENT PROGRAM

EXHIBIT C

[FORM OF BOND]

The following legend shall appear on the Bond only if the Bonds are privately placed:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, BASED UPON THE EXEMPTION FROM REGISTRATION AVAILABLE UNDER SECTION 3(a)(2) THEREOF, AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR," AS SUCH TERM IS DEFINED IN 17 C.F.R. SECTION 230.501(a), OR ANY SUCCESSOR PROVISION THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE REFERRED TO BELOW.

R-_____ **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES [ ]

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP

Registered Owner: _____

Principal Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS that Canopy Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of May and November of each year. Principal of this Bond is payable at the corporate trust office of the Paying Agent in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each Interest Payment Date to the address of the registered owner as such name and address

shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____, 20___, in which case from _____, 20___, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Capitalized terms used herein and not otherwise defined shall be as defined in the Indenture.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH ON THE FRONT SIDE HEREOF.

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

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 execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of Canopy Community Development District, a community development district duly created, organized and existing under Chapter

190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 17-O-08 of the enacted by the City Commission of the City of Tallahassee, Florida, designated as "Canopy Community Development District Special Assessment Bonds, Series _____" (the "Bonds"), in the aggregate principal amount of _____ Dollars ($_____) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay a portion of the costs of the design, acquisition and construction of facilities and basic infrastructure consisting of, but not limited to, drainage, water management and control, water supply, sewer, wastewater management, bridges or culverts, roads and street lights, transportation facilities, conservation areas, parks and recreational facilities security, or any other project improvements pursuant to the Act. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of November 1, 2018, (the "Master Indenture"), as amended and supplemented by a _____ Supplemental Trust Indenture dated as of _____ (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Orlando, Florida.

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

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

It is expressly agreed by the registered owner of this Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, Leon County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, Leon County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

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

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Optional Redemption

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

Redemption Period (Both Dates Inclusive)	**Redemption Price**
_____ 1, ____ to _____ 31, ____	$
_____ 1, ____ to _____ 31, ____	
_____ 1, ____ and thereafter	

Mandatory Sinking Fund Redemption

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

Year	Principal Amount of Bonds to be Paid	Year	Principal Amount of Bonds to be Paid

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of the Section 9.08(a) of the Indenture; (ii) from moneys deposited into the Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with the provisions of Section 9.08(b) of the Indenture; (iii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) unless otherwise provided in the applicable Supplemental Indenture from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (v) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with the Indenture.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty but not more than sixty days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except

to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

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

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

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

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

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IN WITNESS WHEREOF, Canopy Community Development District has caused this Bond to be signed by the facsimile signature of the Chairman of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

CANOPY COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

By: _____
Name: _____
Title: Chairman, Board of Supervisors

(SEAL)

Attest:

By: _____
Name: _____
Title: Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Agent

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Second Judicial Circuit of Florida, in and for Leon County, Florida, rendered on the 12th day of December, 2017.

_____
Chairman, Board of Supervisors

_____
Secretary, Board of Supervisors

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act_____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____.
(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

_____
Please insert social security or other identifying number of Assignee.

EXHIBIT D

FORM OF REQUISITION
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES [ ]

The undersigned, a Responsible Officer of Canopy Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Amount, if any, that is to used for a Deferred Cost:

(E) Fund or Account from which disbursement to be made:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series __ Project;

4. each disbursement represents a Cost of the Series __ Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

CANOPY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

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

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series __ Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series __ Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer related to the Series __ Project, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

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FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CANOPY COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of November 1, 2018

Authorizing and Securing

$2,225,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
(Tallahassee, Florida)
Special Assessment Bonds, Series 2018A-1

and

$5,480,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
(Tallahassee, Florida)
Special Assessment Bonds, Series 2018A-2

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THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of November 1, 2018 (the "First Supplemental Indenture") between **CANOPY COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking corporation having the authority to exercise corporate trust powers (said bank and any bank or trust company becoming successor trustee under this First Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City"), on April 5, 2017 and effective on May 24, 2017, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises to be governed by the Issuer (referred to herein as the "District Lands") are described more fully in Exhibit A to the Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture"), between the District and the Trustee, and currently consists of approximately 424.17 acres of land located entirely within the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the "Capital Improvement Program"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") duly adopted Resolution No. 2018-01 on October 23, 2017 (the "Initial Bond Resolution"), authorizing, among other things, the issuance, in one or more series, of not to exceed $110,000,000 aggregate principal amount of its Canopy Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

WHEREAS, the District's Resolution 2018-07 was duly adopted by the Board May 1, 2018 (together with the Initial Bond Resolution, the "Resolution"), authorizing, among other things, the sale of its Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds")

and the Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A-1/2 Bonds") which are issued hereunder, as one Series of Bonds under, and as defined in, the Master Indenture, and has authorized the execution and delivery of the Master Indenture and this First Supplemental Indenture to secure the issuance of the Series 2018A-1/2 Bonds and to set forth the terms of the Series 2018A-1/2 Bonds; and

WHEREAS, simultaneously with the issuance of the Series 2018A-1/2 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a Second Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, simultaneously with the issuance of the Series 2018A-1/2 Bonds and Series 2018A-3 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a Third Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, the District will apply the proceeds of the Series 2018A-1/2 Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-1/2 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018A-1/2 Bonds; and (iii) fund the Series 2018A-1 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2018A-1 Bonds, without privilege or priority of one Series 2018A-1 Bond over another; and

WHEREAS, the Series 2018A-1/2 Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2018A-1/2 Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Series 2018A-1/2 Project; and

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2018A-1/2 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2018A-1/2 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2018A-1/2 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2018A-1/2 Bonds issued hereunder, and any Bonds issued on a parity with the Series

2018A-1/2 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2018A-1/2 Bonds issued and to be issued under this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this First Supplemental Indenture) of any one Series 2018A-1/2 Bond over any other Series 2018A-1/2 Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2018A-1/2 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2018A-1/2 Bonds issued, and any Bonds issued on a parity with the Series 2018A-1/2 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2018A-1/2 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 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 hereof, then upon such final payments this First Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this First Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this First Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Acquisition, Construction, Installation, Developer Funding and Reimbursement Agreement, dated November 8, 2018, by and between the District and the Developer.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate of the Issuer, dated November 8, 2018, relating to certain restrictions on arbitrage under the Code.

"Assessment Methodology" shall mean, collectively, the Canopy Community Development District Master Assessment Methodology dated August 16, 2017, as supplemented by the Supplemental Assessment Methodology dated October 5, 2018, each as prepared by the Methodology Consultant and relating to the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, including, without limitation, all exhibits and appendices thereto.

"Assessment Resolutions" shall mean Resolution Nos. 2017-27, 2018-02 and 2018-07 of the Issuer adopted August 28, 2017, October 3, 2017 and May 1, 2018, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2018A-1/2 Bonds, $5,000 or any integral multiple thereof; provided however, that the Series 2018A-1/2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

"Collateral Assignment" shall mean the Collateral Assignment and Assumption of Development Rights, dated November 8, 2018, by the Developer in favor of the Issuer.

"Completion Agreement" shall mean the Completion Agreement by and between the District and the Developer, dated November 8, 2018, as such agreement may be modified from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Canopy Community Development District and to Imposition of Special Assessments, dated November 8, 2018, delivered by the Developer.

"Designated Member" shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

"Developer" shall mean Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to all or any part of the respective interests and assumes any or all of the respective responsibilities of said entities, as the developers of the District Lands.

"District Manager" shall mean the person or entity serving as the Issuer's District Manager from time to time. The initial District Manager shall be Governmental Management Services – Central Florida, LLC.

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

"Engineer's Report" shall mean the Supplemental Engineer's Report for Series 2018A Bonds dated October, 2018, as prepared by Greenman-Pedersen, Inc., and as amended and supplemented to date.

"First Supplemental Indenture" shall mean this First Supplemental Trust Indenture dated as of November 1, 2018, by and between the Issuer and the Trustee, as supplemented or amended.

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

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2019.

"Methodology Consultant" shall mean, initially, Governmental Management Services – Central Florida, LLC, or such successor Methodology Consultant appointed by the District.

"Paying Agent" shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

"Pledged Revenues" shall mean, with respect to the Series 2018A-1/2 Bonds (a) all revenues received by the Issuer from the Series 2018A-1/2 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-1/2 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-1/2 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-1/2 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-3 Bonds or Series 2018A-4 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso); and further provided, however, that the Series 2018A-1 Debt Service Reserve Account shall only secure the Series 2018A-1 Bonds.

"Redemption Date" shall mean February 1, May 1, August 1 and November 1.

"Registrar" shall mean the Trustee, and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean, collectively, Resolution 2018-01 of the Issuer adopted on October 23, 2017, as supplemented by Resolution 2018-07 of the Issuer adopted on May 1, 2018.

"Series 2018A Project" shall mean the Series 2018A Project as described in the Engineer's Report with a 2018A Project cost estimate of $13.99 million being financed, in part, with proceeds of the Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds.

"Series 2018A-1 Bond Redemption Fund" shall mean the Series 2018A-1 Bond Redemption Fund established pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-1 Debt Service Reserve Account" shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

"Series 2018A-1 Debt Service Reserve Account Requirement" shall mean fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-1 Bonds, as of the time of any such calculation, which initially equals $82,146.25.

"Series 2018A-1 General Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-1 Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-1 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Indenture.

"Series 2018A-1 Prepayment" shall mean the payment by any owner of property of the amount of Series 2018A-1 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Resolutions and the True-Up Agreement. "Prepayments" shall include, without limitation, Series 2018A-1 Prepayment Principal.

"Series 2018A-1 Prepayment Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-1 Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-1 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2018A-1 Special Assessments being prepaid.

"Series 2018A-1 Principal Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this First Supplemental Indenture.

"Series 2018A-1 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

"Series 2018A-1 Special Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Series 2018A-1/2 Project or any portion thereof, which assessments correspond in amount to the debt service on the Series 2018A-1 Bonds.

"Series 2018A-1/2 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2018A-1/2 Costs of Issuance Subaccount" shall mean the Account so designated, established as a separate Subaccount within the Series 2018A-1/2 Acquisition and Construction Account pursuant to Section 4.01(a) of this First Supplemental Indenture.

"Series 2018A-1/2 Lands" shall mean that portion of the District Lands subject to the lien of the Series 2018A-1/2 Special Assessments.

"Series 2018A-1/2 Project" shall mean the portion of the Series 2018A Project financed with proceeds of the Series 2018A-1/2 Bonds comprised of the development of Units 3, 4 and 5 (257 lots) as described in the Engineer's Report.

"Series 2018A-1/2 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this First Supplemental Indenture.

"Series 2018A-1/2 Special Assessments" shall mean, collectively, the Series 2018A-1 Special Assessments and the Series 2018A-2 Special Assessments.

"Series 2018A-2 Bond Redemption Fund" shall mean the Series 2018A-2 Bond Redemption Fund established pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-2 General Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-2 Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-2 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Indenture.

"Series 2018A-2 Prepayment" shall mean the payment by any owner of property of the amount of Series 2018A-2 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which

become due pursuant to the "true-up" mechanism contained in the Assessment Resolutions and the True-Up Agreement. "Prepayments" shall include, without limitation, Series 2018A-2 Prepayment Principal.

"Series 2018A-2 Prepayment Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-2 Bond Redemption Fund pursuant to Section 4.01(g) of this First Supplemental Indenture.

"Series 2018A-2 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2018A-2 Special Assessments being prepaid.

"Series 2018A-2 Principal Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this First Supplemental Indenture.

"Series 2018A-2 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

"Series 2018A-2 Special Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Series 2018A-1/2 Project or any portion thereof, which assessments correspond in amount to the debt service on the Series 2018A-2 Bonds.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2018A-1/2 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2018A-1/2 Bonds are levied on the Series 2018A-1/2 Lands with respect to which a certificate of occupancy has been issued for a structure thereon. Satisfaction of the foregoing definition shall be evidenced by the delivery by the Issuer to the Trustee of a written certificate of the Methodology Consultant to such effect and upon which the Trustee may conclusively rely.

"True-Up Agreement" shall mean the True-Up Agreement, between the District and the Developer, dated November 8, 2018.

"Trustee" shall mean U.S. Bank National Association, a national bank, and its successors and assigns.

"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, as amended.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2018A-1/2 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

ARTICLE II

THE SERIES 2018A-1/2 BONDS

SECTION 2.01. Amounts and Terms of Series 2018A-1/2 Bonds; Issue of Series 2018A-1/2 Bonds. No Series 2018A-1/2 Bonds may be issued under this First Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amounts of Series 2018A-1 Bonds and Series 2018A-2 Bonds that may be issued under this First Supplemental Indenture is expressly limited to $2,225,000 and $5,480,000, respectively. The Series 2018A-1 Bonds shall be numbered R-1 and R-2. The Series 2018A-2 Bonds shall be numbered R-3 and upwards.

(b) Any and all Series 2018A-1/2 Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this First Supplemental Indenture. The Issuer shall issue the Series 2018A-1/2 Bonds upon execution of this First Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2018A-1/2 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2018A-1/2 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2018A-1/2 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2018A-1/2 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2018A-1/2 Bonds.

(a) The Series 2018A-1 Bonds are being issued hereunder in order to provide funds to (i) pay a portion of the Costs of the Series 2018A-1/2 Project, (ii) fund the Series 2018A-

1 Debt Service Reserve Account, and (iii) pay the costs of issuance of the Series 2018A-1 Bonds. The Series 2018A-1 Bonds shall be designated "Canopy Community Development District (Tallahassee, Florida) Special Assessment Bonds, Series 2018A-1," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2018A-2 Bonds are being issued hereunder in order to provide funds to (i) pay a portion of the Costs of the Series 2018A-1/2 Project, and (ii) pay the costs of issuance of the Series 2018A-2 Bonds. The Series 2018A-2 Bonds shall be designated "Canopy Community Development District (Tallahassee, Florida) Special Assessment Bonds, Series 2018A-2," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(c) The Series 2018A-1/2 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2018A-1/2 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2018A-1/2 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2019, in which case from the date of original issuance of the Series 2018A-1/2 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(d) Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-1/2 Bonds, the principal or Redemption Price of the Series 2018A-1/2 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2018A-1/2 Bonds. Except as otherwise provided in Section 2.07 of this First Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-1/2 Bonds, the payment of interest on the Series 2018A-1/2 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2018A-1/2 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2018A-1/2 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2018A-1/2 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2018A-1/2 Bonds in an aggregate principal amount of at least $1,000,000 shall

be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2018A-1/2 Bonds.

(a) The Series 2018A-1 Bonds will mature on May 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

Maturity Date	Principal Amount	Interest Rate
May 1, 2038	$ 930,000	6.000%
May 1, 2049	1,295,000	6.150

(b) The Series 2018A-2 Bonds will mature on May 1 in the year, be issued in the principal amount and bear interest at the rate per annum, subject to the right of prior redemption in accordance with its terms, as follows.

Maturity Date	Principal Amount	Interest Rate
May 1, 2049	$5,480,000	6.150%

(c) Interest on the Series 2018A-1/2 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2018A-1/2 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2018A-1/2 Bond Proceeds. From the net proceeds of the Series 2018A-1/2 Bonds received by the Trustee, which shall be $7,550,900.00 (reflecting the aggregate principal amount of the Series 2018A-1/2 Bonds of $7,705,000.00 less an underwriter's discount of $154,100.00 retained by the purchaser of the Series 2018A-1/2 Bonds);

(a) $82,146.25 of the proceeds from the issuance of the Series 2018A-1 Bonds, which is an amount equal to the initial Series 2018A-1 Debt Service Reserve Requirement, shall be deposited in the Series 2018A-1 Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) $45,846.10 of the proceeds from the issuance of the Series 2018A-1 Bonds and $112,915.39 of the proceeds from the issuance of the Series 2018A-2 Bonds shall be deposited into the Series 2018A-1/2 Costs of Issuance Subaccount of the Series 2018A-1/2 Acquisition and Construction Account and applied to pay costs of issuance of the Series 2018A-1/2 Bonds; and

(c) $7,309,992.26, constituting all remaining proceeds of the Series 2018A-1/2 Bonds, shall be deposited in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2018A-1/2 Project in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2018A-1/2 Bonds. The Series 2018A-1/2 Bonds shall be issued as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Issuer will issue replacement Series 2018A-1/2 Bonds and the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2018A-1/2 Bonds in the form of fully registered Series 2018A-1/2 Bonds in accordance with the instructions from Cede & Co. While the Series 2018A-1/2 Bonds are registered in book-entry only, presentation of the Series 2018A-1/2 Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2018A-1/2 Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2018A-1/2 Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2018A-1/2 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018A-1/2 Bonds, all the Series 2018A-1/2 Bonds shall

be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

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

(c) An opinion of Counsel to the District substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Series 2018A-1/2 Project being financed with the proceeds of the Series 2018A-1/2 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to construct, acquire, own and operate the Series 2018A-1/2 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2018A-1/2 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2018A-1/2 Special Assessments, and (v) the Series 2018A-1/2 Special Assessments are legal, valid and binding liens upon the property against which such Series 2018A-1/2 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2018A-1/2 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture; and

(e) Executed copies of the Acquisition Agreement, Collateral Assignment, Completion Agreement, Declaration of Consent and True-Up Agreement.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2018A-1/2 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2018A-1/2 Bonds.

ARTICLE III

REDEMPTION OF SERIES 2018A-1/2 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2018A-1/2 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2018A-1/2 Bonds shall be made on the dates hereinafter required. If less than all the Series 2018A-1/2 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2018A-1/2 Bonds to be redeemed shall be selected as

provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2018A-1/2 Bonds shall be made in such a manner that the remaining Series 2018A-1/2 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2018A-1/2 Bond of each maturity.

(a) Optional Redemption. The Series 2018A-1 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-1 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-1 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

The Series 2018A-2 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-2 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-2 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-1 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-1 Prepayments deposited into the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund following the payment in whole or in part of Series 2018A-1 Special Assessments on any portion of the Series 2018A-1/2 Lands in accordance with the provisions of Section 4.05(a) of this First Supplemental Indenture, including any excess moneys transferred from the Series 2018A-1 Debt Service Reserve Account to the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund resulting from such Series 2018A-1 Prepayment pursuant to Section 4.01(f)(ii) of this First Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-1/2 Project, by application of moneys remaining in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-1/2 Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-1 Special Assessments and applied toward the redemption of the Series 2018A-1 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-1/2 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-1/2 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(c)(iii) hereof) in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-1/2 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(c)(iv) hereof) which moneys shall be applied by the Issuer to redeem Series 2018A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-1 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-1/2 Project would not be economical or would be impracticable such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-1 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-1 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

(c) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-2 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-2 Prepayments deposited into the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund following the payment in whole or in part of Series 2018A-2 Special Assessments on any portion of the Series 2018A-1/2 Lands in accordance with the provisions of Section 4.05(a) of this First Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-1/2 Project, and so long as no Series 2018A-1 Bonds remain Outstanding, by application of moneys remaining in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-1/2 Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-2 Special Assessments and applied toward the redemption of the Series 2018A-2 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-1/2 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-1/2 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(b)(iii) hereof) in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-1/2 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund (such deposit to be on a pro rata basis with the deposit required by Section 3.01(b)(iv) hereof) which moneys shall be applied by the Issuer to redeem Series 2018A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-2 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-1/2 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-2 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-2 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

(d) Mandatory Sinking Fund Redemption. The Series 2018A-1 Bond maturing May 1, 2038, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2020	$25,000	2030	$50,000
2021	30,000	2031	50,000
2022	30,000	2032	55,000
2023	35,000	2033	60,000
2024	35,000	2034	65,000
2025	35,000	2035	65,000
2026	40,000	2036	70,000
2027	40,000	2037	75,000
2028	45,000	2038*	80,000
2029	45,000		

* Final Maturity.

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(e) The Series 2018A-1 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2039	$ 85,000	2045	$125,000
2040	90,000	2046	130,000
2041	95,000	2047	140,000
2042	100,000	2048	150,000
2043	110,000	2049*	155,000
2044	115,000		

* Final Maturity.

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Mandatory Sinking Fund Redemption. The Series 2018A-2 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2022	$ 75,000	2036	$180,000
2023	80,000	2037	190,000
2024	85,000	2038	200,000
2025	90,000	2039	215,000
2026	95,000	2040	230,000
2027	100,000	2041	245,000
2028	110,000	2042	260,000
2029	115,000	2043	275,000
2030	125,000	2044	295,000
2031	130,000	2045	310,000
2032	140,000	2046	330,000
2033	150,000	2047	350,000
2034	160,000	2048	375,000
2035	170,000	2049*	400,000

* Final Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2018A-1/2 Bonds under any provision of this First Supplemental Indenture or directed to redeem Series 2018A-1/2 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2018A-1/2 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

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ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2018A-1/2 Acquisition and Construction Account." Proceeds of the Series 2018A-1/2 Bonds shall be deposited into the Series 2018A-1/2 Acquisition and Construction Account in the amount set forth in Section 2.06 of this First Supplemental Indenture, together with any excess moneys transferred to the Series 2018A-1/2 Acquisition and Construction Account, and such moneys in the Series 2018A-1/2 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a), 3.01(b)(ii) and 3.01(c)(ii) of this First Supplemental Indenture. After the Completion Date of the Series 2018A-1/2 Project and after retaining in the Series 2018A-1/2 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2018A-1/2 Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2018A-1/2 Acquisition and Construction Account shall be transferred to and deposited into the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-1 Bonds until no such Series 2018A-1 Bonds remain Outstanding and shall thereafter be transferred to and deposited into the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-2 Bonds. When no funds remain in the Series 2018A-1/2 Acquisition and Construction Account, or any subaccount therein, that account shall be closed.

There is hereby established within the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2018A-1/2 Costs of Issuance Subaccount." Amounts in the Series 2018A-1/2 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2018A-1/2 Bonds. Six months after the date of issuance of the Series 2018A-1/2 Bonds, any moneys remaining in the Series 2018A-1/2 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2018A-1/2 Bonds shall be deposited into the Series 2018A-1/2 Acquisition and Construction Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this First Supplemental Indenture. When no funds remain in the Series 2018A-1/2 Costs of Issuance Subaccount, that subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish separate Accounts within the Revenue Fund designated as the "Series 2018A-1 Revenue Account" and the "Series 2018A-2 Revenue Account." The Issuer will identify upon deposit with the Trustee whether Special Assessments are Series 2018A-1 Assessments or Series

2018A-2 Assessments. Series 2018A-1 Special Assessments (except for Series 2018A-1 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2018A-1 Prepayment Account) shall be deposited by the Trustee into the Series 2018A-1 Revenue Account and Series 2018A-2 Special Assessments (except for the Series 2018A-2 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2018A-2 Prepayment Account) shall be deposited by the Trustee into the Series 2018A-2 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2018A-1 Principal Account" and the "Series 2018A-2 Principal Account." Moneys shall be deposited into such Accounts as provided in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2018A-1 Interest Account" and the "Series 2018A-2 Interest Account." Proceeds of the Series 2018A-1/2 Bonds shall be deposited into such Accounts in the respective amounts set forth in Section 2.06(c) of this First Supplemental Indenture. Moneys deposited into such Accounts pursuant to the Master Indenture and Section 4.02 of this First Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2018A-1 Sinking Fund Account" and the "Series 2018A-2 Sinking Fund Account." Moneys shall be deposited into such respective Accounts as provided in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(d) and 3.01(e), respectively, of this First Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2018A-1 Debt Service Reserve Account."

(i) Proceeds of the Series 2018A-1 Bonds shall be deposited into the Series 2018A-1 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this First Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-1 Bonds without privilege or priority of one Series 2018A-1 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2018A-1 Debt Service Reserve Account and transfer any excess therein (except for excess

resulting from interest earnings and excess resulting from Prepayments as provided in Section 4.01(f)(ii) below) above the Series 2018A-1 Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2018A-1/2 Project, to the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2018A-1/2 Project, such amounts shall be transferred to the Series 2018A-1 Revenue Account.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-1 Special Assessment or a Series 2018A-2 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this First Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-1 Debt Service Reserve Requirement taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2018A-1 Debt Service Reserve Account in excess of the Series 2018A-1 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-1 Debt Service Reserve Account to the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund, as a credit against the Series 2018A-1 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-1 Debt Service Reserve Account above the Series 2018A-1 Debt Service Reserve Requirement, as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2018A-1 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-1 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2018A-1 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall be deposited to the credit of the Series 2018A-1 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2018A-1 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured or waived) and the amount in the Series 2018A-1 Debt Service Reserve Account is not reduced below the then Series 2018A-1 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-1/2

Project, to the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2018A-1/2 Project, to the Series 2018A-1 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-1 Debt Service Reserve Account shall remain in such account.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish separate Series Bond Redemption Funds designated as the "Series 2018A-1 Bond Redemption Fund" and the "Series 2018A-2 Bond Redemption Fund" and within each such Fund, a "Series 2018A-1 General Account" and a "Series 2018A-1 Prepayment Account" and a "Series 2018A-2 General Account" and a "Series 2018A-2 Prepayment Account," respectively. Except as otherwise provided in this First Supplemental Indenture, moneys to be deposited into the Series 2018A-1 Bond Redemption Fund and the Series 2018A-2 Bond Redemption Fund, respectively, as provided in Article VI of the Master Indenture shall be deposited to the Series 2018A-1 General Account of the Series 2018A-1 Bond Redemption Fund and the Series 2018A-2 General Account of the Series 2018A-2 Bond Redemption Fund, respectively. Series 2018A-1 Prepayments and Series 2018A-2 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund and the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund, respectively, as provided in the Indenture.

(h) (i) Moneys in the Series 2018A-1 General Account and Series 2018A-2 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-1 General Account and the Series 2018A-2 General Account, respectively, to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) and 3.01(c)(ii), (iii), (iv) and (v) hereof an amount of Series 2018A-1 Bonds or Series 2018A-2 Bonds, respectively, equal to the amount of money transferred to the Series 2018A-1 General Account or the Series 2018A-2 General Account, respectively, pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-1 Bonds or Series 2018A-2 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2018A-1 Bonds and Series 2018A-2 Bonds, respectively, as, with the redemption premium, if any, may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund and the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) and 3.01(c)(i) hereof an amount of Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, equal to the amount of money transferred to the Series 2018A-1 Prepayment Account and the Series 2018A-2 Prepayment Account pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) and 3.01(c)(i) hereof.

SECTION 4.02. Series 2018A-1/2 Revenue Accounts. The Trustee shall transfer from amounts on deposit in the Series 2018A-1 Revenue Account and the Series 2018A-2 Revenue Account of the Revenue Fund, respectively, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the interest on the Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-1 Principal Account and the Series 2018A-2 Principal Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the principal amount of Series 2018A-1 Bonds and Series 2018A-2 Bonds, respectively, Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-1 Principal Account and the Series 2018A-2 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-1 Sinking Fund Account and Series 2018A-2 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the principal amount of Series 2018A-1 Bonds and Series 2018A-2 Bonds subject to sinking fund redemption on such May 1, less any amount on

deposit in the Series 2018A-1 Sinking Fund Account and the Series 2018A-2 Sinking Fund Account, respectively, not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-1 Debt Service Reserve Account an amount from the Series 2018A-1 Revenue Account and Series 2018A-2 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-1 Debt Service Reserve Requirement;

FIFTH, prior to any date on which Series 2018A-1 Bonds and the Series 2018-2 Bonds are to be redeemed that is not an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-1 Bonds and the Series 2018-2 Bonds, respectively, to be redeemed;

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-1 Revenue Account and the Series 2018A-2 Revenue Account, respectively, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-1 Revenue Account or Series 2018A-2 Revenue Account, as applicable, on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-1 Debt Service Reserve Account shall be equal to the Series 2018A-1 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

SECTION 4.03. Power to Issue Series 2018A-1/2 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2018A-1/2 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2018A-1/2 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2018A-1/2 Bonds, except for Bonds issued to refund all or a portion of the Series 2018A-1/2 Bonds. The Series 2018A-1/2 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2018A-1/2 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2018A-1/2 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2018A-1/2 Project in accordance with

the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2018A-1/2 Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2018A-1 Special Assessments or the Series 2018A-2 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2018A-1 Special Assessments or the Series 2018A-2 Special Assessments by paying to the Issuer all or a portion of the Series 2018A-1 Special Assessment or the Series 2018A-2 Special Assessment, respectively, which shall constitute Series 2018A-1 Prepayments or Series 2018A-2 Prepayments, as applicable, as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this First Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to Series 2018A-1 Special Assessment or Series 2018A-2 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used, pursuant to Section 4.01(f)(ii), hereof to redeem Series 2018A-1 Bonds in the event the amount in the Series 2018A-1 Debt Service Reserve Account will exceed the Series 2018A-1 Debt Service Reserve Requirement as a result of a Series 2018A-1 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(c)(i) of this First Supplemental Indenture of Series 2018A-1 Bonds, the excess amount above the Series 2018A-1 Debt Service Reserve Requirement shall be transferred from the Series 2018A-1 Debt Service Reserve Account to the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund, as a credit against the Series 2018A-1 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that there is no Event of Default and, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2018A-1 Debt Service Reserve Account to equal or exceed the Series 2018A-1 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2018A-1 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2018A-1 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

(b) Upon receipt of Series 2018A-1 Prepayments or Series 2018A-2 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of

the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2018A-1 Prepayment or Series 2018A-2 Prepayment, respectively, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2018A-1 Special Assessment or Series 2018A-2 Special Assessment has been paid in whole or in part and that such Series 2018A-1 Special Assessment lien or Series 2018A-2 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2018A-1 Prepayment Account of the Series 2018A-1 Bond Redemption Fund or the Series 2018A-2 Prepayment Account of the Series 2018A-2 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this First Supplemental Indenture, to the redemption of Series 2018A-1 Bonds or Series 2018A-2 Bonds in accordance with Section 3.01(b)(i) or 3.01(c)(i) of this First Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the applicable Series 2018A-1 Bonds and the Series 2018A-2 Bonds, respectively, pursuant to Section 3.01(b)(i) and Section 3.01(c)(i) of this First Supplemental Indenture 45 days prior to each Redemption Date.

ARTICLE V

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2018A-1/2 Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2018A-1/2 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2018A-2 Special Assessments levied on platted lots not owned by the Developer and pledged hereunder to secure the Series 2018A-2 Bonds will be collected pursuant to the Uniform Method pursuant to Section 9.04 of the Master Trust Indenture. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2018A-1/2 Bonds, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2018A-1/2 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2018A-1/2 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2018A-1/2 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Additional Covenant Regarding Series 2018A-1/2 Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A-1/2 Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2018A-1/2 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A-1/2 Bonds, when due. The Assessment Methodology shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2018A-1/2 Bonds.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2018A-1/2 Special Assessments and Series 2018A-1/2 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2018A-1/2 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2018A-1/2 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2018A-1/2 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2018A-1/2 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2018A-1/2 Bonds, 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 and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series 2018A-1 Revenue Account or Series 2018A-2 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2018A-1/2 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2018A-1/2 Bonds.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. The Issuer covenants and agrees that so long as there are any Series 2018A-1/2 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Pledged Revenues, except for refunding bonds. The Issuer further covenants and agrees that so long as the Series 2018A-1/2

Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-1/2 Special Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-1/2 Bonds.

SECTION 5.05. Reserved.

SECTION 5.06. Acknowledgment Regarding Series 2018A-1/2 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2018A-1/2 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2018A-1/2 Bonds, (i) the Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2018A-1/2 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Series 2018A-1/2 Project or otherwise) without the consent of the Majority Owners of the Series 2018A-1/2 Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2018A-1/2 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2018A-1/2 Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2018A-1/2 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2018A-1/2 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2018A-1/2 Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2018A-1/2 Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2018A-1/2 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this First Supplemental Indenture are hereby incorporated herein and made a part of this First Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2018A-1/2 Bonds or the date fixed for the redemption of any Series 2018A-1/2 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2018A-1/2 Bonds.

SECTION 6.07. Patriot Act Requirements of 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.

SECTION 6.08. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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IN WITNESS WHEREOF, Canopy Community Development District has caused this First Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Assistant Secretary of its Board of Supervisors and U.S. Bank National Association has caused this First Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

SEAL

CANOPY COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Assistant Secretary,
Board of Supervisors

By: _____
Chair, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

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SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CANOPY COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of November 1, 2018

Authorizing and Securing

$2,735,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
(Tallahassee, Florida)
Special Assessment Bonds, Series 2018A-3

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of November 1, 2018 (the "Second Supplemental Indenture") between **CANOPY COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking corporation having the authority to exercise corporate trust powers (said bank and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City"), on April 5, 2017 and effective on May 24, 2017, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises to be governed by the Issuer (referred to herein as the "District Lands") are described more fully in Exhibit A to the Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture"), between the District and the Trustee, and currently consists of approximately 424.17 acres of land located entirely within the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the "Capital Improvement Program"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") duly adopted Resolution No. 2018-01 on October 23, 2017 (the "Initial Bond Resolution"), authorizing, among other things, the issuance, in one or more series, of not to exceed $110,000,000 aggregate principal amount of its Canopy Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

WHEREAS, the District's Resolution 2018-07 was duly adopted by the Board May 1, 2018 (together with the Initial Bond Resolution, the "Resolution"), authorizing, among other things, the sale of its Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds") which are issued hereunder, as one Series of Bonds under, and as defined in, the Master

Indenture, and has authorized the execution and delivery of the Master Indenture and this Second Supplemental Indenture to secure the issuance of the Series 2018A-3 Bonds and to set forth the terms of the Series 2018A-3 Bonds; and

WHEREAS, simultaneously with the issuance of the Series 2018A-3 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds") and the Canopy Community Development District Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A-1/2 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a First Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, simultaneously with the issuance of the Series 2018A-3 Bonds and the Series 2018A1/2 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a Third Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, the District will apply the proceeds of the Series 2018A-3 Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-3 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018A-3 Bonds; and (iii) make a deposit into the Series 2018A-3 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2018A-3 Bonds, without privilege or priority of one Series 2018A-3 Bond over another; and

WHEREAS, the Series 2018A-3 Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2018A-3 Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Series 2018A-3 Project; and

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2018A-3 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2018A-3 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2018A-3 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2018A-3 Bonds issued hereunder, and any Bonds issued on a parity with the Series

2018A-3 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2018A-3 Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2018A-3 Bond over any other Series 2018A-3 Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2018A-3 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2018A-3 Bonds issued, and any Bonds issued on a parity with the Series 2018A-3 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2018A-3 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 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 hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Second Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Acquisition, Construction, Installation, Developer Funding and Reimbursement Agreement, dated November 8, 2018, by and between the District and the Developer.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate of the Issuer, dated November 8, 2018, relating to certain restrictions on arbitrage under the Code.

"Assessment Methodology" shall mean, collectively, the Canopy Community Development District Master Assessment Methodology dated August 16, 2017, as supplemented by the Supplemental Assessment Methodology dated October 5, 2018, each as prepared by the Methodology Consultant and relating to the Series 2018A-3 Bonds, the Series 2018A-4 Bonds, and the Series 2018A-1/2 Bonds, including, without limitation, all exhibits and appendices thereto.

"Assessment Resolutions" shall mean Resolution Nos. 2017-27, 2018-02 and 2018-07 of the Issuer adopted August 28, 2017, October 3, 2017 and May 1, 2018, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2018A-3 Bonds, $5,000 or any integral multiple thereof; provided however, that the Series 2018A-3 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

"Collateral Assignment" shall mean the Collateral Assignment and Assumption of Development Rights, dated November 8, 2018, by the Developer in favor of the Issuer.

"Completion Agreement" shall mean the Completion Agreement by and between the District and the Developer, dated November 8, 2018, as such agreement may be modified from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Canopy Community Development District and to Imposition of Special Assessments, dated November 8, 2018, delivered by the Developer.

"Designated Member" shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

"Developer" shall mean Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to all or any part of the respective interests and assumes any or all of the respective responsibilities of said entities, as the developers of the District Lands.

"District Manager" shall mean the person or entity serving as the Issuer's District Manager from time to time. The initial District Manager shall be Governmental Management Services – Central Florida, LLC.

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

"Engineer's Report" shall mean the Supplemental Engineer's Report for Series 2018A Bonds dated October, 2018, as prepared by Greenman-Pedersen, Inc., and as amended and supplemented to date.

"Indenture" shall mean, collectively, the Master Indenture and this Second Supplemental Indenture.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2019.

"Methodology Consultant" shall mean, initially, Governmental Management Services – Central Florida, LLC, or such successor Methodology Consultant appointed by the District.

"Paying Agent" shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

"Pledged Revenues" shall mean, with respect to the Series 2018A-3 Bonds (a) all revenues received by the Issuer from the Series 2018A-3 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-3 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-4 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Redemption Date" shall mean February 1, May 1, August 1 and November 1.

"Registrar" shall mean the Trustee, and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean, collectively, Resolution 2018-01 of the Issuer adopted on October 23, 2017, as supplemented by Resolution 2018-07 of the Issuer adopted on May 1, 2018.

"Second Supplemental Indenture" shall mean this Second Supplemental Trust Indenture dated as of November 1, 2018, by and between the Issuer and the Trustee, as supplemented or amended.

"Series 2018A Project" shall mean the Series 2018A Project as described in the Engineer's Report with a 2018A Project cost estimate of $13.99 million being financed, in part, with proceeds of the Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds.

"Series 2018A-3 Acquisition and Construction General Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2018A-3 Acquisition and Construction Restricted Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2018A-3 Bond Redemption Fund" shall mean the Series 2018A-3 Bond Redemption Fund established pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2018A-3 Costs of Issuance Subaccount" shall mean the Account so designated, established as a separate Subaccount within the Series 2018A-3 Acquisition and Construction General Account pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2018A-3 Debt Service Reserve Account" shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

"Series 2018A-3 Debt Service Reserve Requirement" shall mean, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-3 Bonds as of any date of calculation as provided for herein, which initially is $104,687.50.

"Series 2018A-3 General Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-3 Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2018A-3 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"Series 2018A-3 Lands" shall mean that portion of the District Lands subject to the lien of the Series 2018A-3 Special Assessments.

"Series 2018A-3 Prepayment" shall mean the payment by any owner of property of the amount of Series 2018A-3 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Resolutions and the True-Up Agreement. "Prepayments" shall include, without limitation, Series 2018A-3 Prepayment Principal.

"Series 2018A-3 Prepayment Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-3 Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2018A-3 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2018A-3 Special Assessments being prepaid.

"Series 2018A-3 Principal Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"Series 2018A-3 Project" shall mean the portion of the 2018A Project financed with proceeds of the Series 2018A-3 Bonds.

"Series 2018A-3 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

"Series 2018A-3 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

"Series 2018A-3 Special Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Series 2018A-3 Project or any portion thereof, which assessments correspond in amount to the debt service on the Series 2018A-3 Bonds.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2018A-3 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2018A-3 Bonds are levied on the Series 2018A-3 Lands with respect to which a certificate of occupancy has been issued for a structure thereon. Satisfaction of the foregoing definition shall be evidenced by the delivery by the Issuer to the Trustee of a written certificate of the Methodology Consultant to such effect and upon which the Trustee may conclusively rely.

"True-Up Agreement" shall mean the True-Up Agreement, between the District and the Developer, dated November 8, 2018.

"Trustee" shall mean U.S. Bank National Association, a national bank, and its successors and assigns.

"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, as amended.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2018A-3 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

ARTICLE II

THE SERIES 2018A-3 BONDS

SECTION 2.01. Amounts and Terms of Series 2018A-3 Bonds; Issue of Series 2018A-3 Bonds. No Series 2018A-3 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2018A-3 Bonds that may be issued under this Second Supplemental Indenture is expressly limited to $2,735,000. The Series 2018A-3 Bonds shall be numbered R-4.

(b) Any and all Series 2018A-3 Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this Second Supplemental Indenture. The Issuer shall issue the Series 2018A-3 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2018A-3 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2018A-3 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2018A-3 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2018A-3 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2018A-3 Bonds.

(a) The Series 2018A-3 Bonds are being issued hereunder in order to provide funds to (i) pay the Costs of the Series 2018A-3 Project, (ii) fund the Series 2018A-3 Debt Service Reserve Account, and (iii) pay the costs of issuance of the Series 2018A-3 Bonds. The Series 2018A-3 Bonds shall be designated "Canopy Community Development District (Tallahassee, Florida) Special Assessment Bonds, Series 2018A-3," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2018A-3 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2018A-3 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2018A-3 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2019, in which case from the date of original issuance of the Series 2018A-3 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-3 Bonds, the principal or Redemption Price of the Series 2018A-3 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2018A-3 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-3 Bonds, the payment of interest on the Series 2018A-3 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2018A-3 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2018A-3 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2018A-3 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior

to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2018A-3 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2018A-3 Bonds.

(a) The Series 2018A-3 Bonds will mature on May 1 in the year, be issued in the principal amount and bear interest at the rate per annum, subject to the right of prior redemption in accordance with its terms, as follows.

Maturity Date	Principal Amount	Interest Rate
May 1, 2049	$2,735,000	6.250%

(b) Interest on the Series 2018A-3 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2018A-3 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2018A-3 Bond Proceeds. From the net proceeds of the Series 2018A-3 Bonds received by the Trustee, which shall be $2,680,000.00 (reflecting the aggregate principal amount of the Series 2018A-3 Bonds of $2,735,000.00 less an underwriter's discount of $54,700.00 retained by the purchaser of the Series 2018A-3 Bonds);

(a) $104,687.50, which is an amount equal to the initial Series 2018A-3 Debt Service Reserve Requirement, shall be deposited in the Series 2018A-3 Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) $56,354.68 shall be deposited into the Series 2018A-3 Costs of Issuance Subaccount of the Series 2018A-3 Acquisition and Construction General Account and applied to pay costs of issuance of the Series 2018A-3 Bonds; and

(c) $1,500,000 shall be deposited in the Series 2018A-3 Acquisition and Construction Restricted Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2018A-3 Project for the Amenity Center (as described in the Engineer's Report) in accordance with Article V of the Master Indenture.

(d) $1,019,257.82, constituting all remaining proceeds of the Series 2018A-3 Bonds, shall be deposited in the Series 2018A-3 Acquisition and Construction General Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2018A-3 Project in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2018A-3 Bonds. The Series 2018A-3 Bonds shall be issued as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Issuer will issue replacement Series 2018A-3 Bonds and the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2018A-3 Bonds in the form of fully registered Series 2018A-3 Bonds in accordance with the instructions from Cede & Co. While the Series 2018A-3 Bonds are registered in book-entry only, presentation of the Series 2018A-3 Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2018A-3 Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2018A-3 Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2018A-3 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018A-3 Bonds, all the Series 2018A-3 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

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

(c) An opinion of Counsel to the District substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Series 2018A-3 Project being financed with the proceeds of the Series 2018A-3 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to construct, acquire, own and operate the Series 2018A-3 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2018A-3 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2018A-3 Special Assessments, and (v) the Series 2018A-3 Special Assessments are legal, valid and binding liens upon the property against which such Series 2018A-3 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2018A-3 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture; and

(e) Executed copies of the Acquisition Agreement, Collateral Assignment, Completion Agreement, Declaration of Consent and True-Up Agreement.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2018A-3 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2018A-3 Bonds.

ARTICLE III

REDEMPTION OF SERIES 2018A-3 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2018A-3 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2018A-3 Bonds shall be made on the dates hereinafter required. If less than all the Series 2018A-3 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2018A-3 Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2018A-3 Bonds shall be made in such a manner that the remaining Series 2018A-3 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2018A-3 Bond of each maturity.

(a) Optional Redemption. The Series 2018A-3 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-3 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-3 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-3 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-3 Prepayments deposited into the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund following the payment in whole or in part of Series 2018A-3 Special Assessments on any portion of the Series 2018A-3 Lands in accordance with the provisions of Section 4.05(a) of this Second Supplemental Indenture, including any excess moneys transferred from the Series 2018A-3 Debt Service Reserve Account to the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund resulting from such Series 2018A-3 Prepayment pursuant to Section 4.01(f)(ii) of this Second Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-3 Project, by application of moneys remaining in the Series 2018A-3 Acquisition and Construction Accounts of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-3 Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-3 Special Assessments and applied toward the redemption of the Series 2018A-3 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2018A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-3 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-3 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-3 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-3 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

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(c) Mandatory Sinking Fund Redemption. The Series 2018A-3 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-3 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2022	$35,000	2036	$ 90,000
2023	40,000	2037	95,000
2024	40,000	2038	100,000
2025	45,000	2039	110,000
2026	50,000	2040	115,000
2027	50,000	2041	120,000
2028	55,000	2042	130,000
2029	55,000	2043	140,000
2030	60,000	2044	145,000
2031	65,000	2045	155,000
2032	70,000	2046	165,000
2033	75,000	2047	175,000
2034	80,000	2048	190,000
2035	85,000	2049*	200,000

* Final Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2018A-3 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2018A-3 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2018A-3 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

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ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish two separate Accounts within the Acquisition and Construction Fund designated as the "Series 2018A-3 Acquisition and Construction General Account" and the "Series 2018A-3 Acquisition and Construction Restricted Account," respectively (such Accounts collectively referred to herein as the "Series 2018A-3 Acquisition and Construction Accounts"). Proceeds of the Series 2018A-3 Bonds shall be deposited into the Series 2018A-3 Acquisition and Construction Accounts in the amounts set forth in Section 2.06 of this Second Supplemental Indenture, together with any excess moneys transferred to the Series 2018A-3 Acquisition and Construction Accounts, and such moneys in the Series 2018A-3 Acquisition and Construction Accounts shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 3.01(b)(ii) of this Second Supplemental Indenture.

After the Completion Date of the Series 2018A-3 Project and after retaining in the Series 2018A-3 Acquisition and Construction Accounts the amount, if any, of all remaining unpaid Costs of the Series 2018A-3 Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2018A-3 Acquisition and Construction Accounts shall be transferred to and deposited into the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-3 Bonds. When no funds remain in the Series 2018-3 Acquisition and Construction Accounts, or in any subaccount therein, the Series 2018A-3 Acquisition and Construction Accounts shall be closed.

There is hereby established within the Series 2018A-3 Acquisition and Construction General Account a "Series 2018A-3 Costs of Issuance Subaccount." Amounts in the Series 2018A-3 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2018A-3 Bonds. Six months after the date of issuance of the Series 2018A-3 Bonds, any moneys remaining in the Series 2018A-3 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2018A-3 Bonds shall be deposited into the Series 2018A-3 Acquisition and Construction General Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this Second Supplemental Indenture. When no funds remain in the Series 2018A-3 Cost of Issuance Subaccount, that subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2018A-3 Revenue Account." Series 2018A-3 Special Assessments (except for Series 2018A-3 Prepayments

which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2018A-3 Prepayment Account) shall be deposited by the Trustee into the Series 2018A-3 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-3 Principal Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-3 Interest Account." Proceeds of the Series 2018A-3 Bonds shall be deposited into such Account in the amount set forth in Section 2.06(c) of this Second Supplemental Indenture. Moneys deposited into such Account pursuant to the Master Indenture and Section 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-3 Sinking Fund Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(c) of this Second Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2018A-3 Debt Service Reserve Account."

(i) Proceeds of the Series 2018A-3 Bonds shall be deposited into the Series 2018A-3 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this Second Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-3 Bonds, without privilege or priority of one Series 2018A-3 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2018A-3 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in Section 4.01(f)(ii) below) above the Series 2018A-3 Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Acquisition and Construction General Account, and (B) on and after the Completion Date of the Series 2018A-3 Project, such amounts shall be transferred to the Series 2018A-3 Revenue Account.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-3 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Second Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-3 Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2018A-3 Debt Service Reserve Account in excess of the Series 2018A-3 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-3 Debt Service Reserve Account to the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund, as a credit against the Series 2018A-3 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-3 Debt Service Reserve Account above the Series 2018A-3 Debt Service Reserve Requirement as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2018A-3 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-3 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2018A-3 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall be deposited to the credit of the Series 2018A-3 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2018A-3 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured or waived) and the amount in the Series 2018A-3 Debt Service Reserve Account is not reduced below the then Series 2018A-3 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Acquisition and Construction General Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2018A-3 Project, to the Series 2018A-3 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-3 Debt Service Reserve Account shall remain in such account.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2018A-3 Bond Redemption Fund" and within such Fund, a "Series 2018A-3 General Account" and a "Series 2018A-3 Prepayment Account." Except as otherwise provided in this Second Supplemental Indenture, moneys to be deposited into the Series 2018A-3 Bond Redemption Fund, as provided in Article VI of the Master Indenture shall be deposited to the Series 2018A-3 General Account of the Series 2018A-3 Bond Redemption Fund. Series 2018A-3 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund, as provided in the Indenture.

(h) (i) Moneys in the Series 2018A-3 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-3 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-3 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) hereof an amount of Series 2018A-3 Bonds equal to the amount of money transferred to the Series 2018A-3 General Account pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-3 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2018A-3 Bonds as, may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2018A-3 Bonds equal to the amount of money transferred to the Series 2018A-3 Prepayment Account pursuant to the aforesaid provision, for the

purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) hereof.

SECTION 4.02. Series 2018A-3 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2018A-3 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-3 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2018A-3 Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-3 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-3 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-3 Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-3 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-3 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-3 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2018A-3 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-3 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-3 Debt Service Reserve Requirement;

FIFTH, prior to any other date on which Series 2018A-3 Bonds are to be redeemed that is not on an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-3 Bonds to be redeemed; and

FIFTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-3 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-3 Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-3 Debt Service

Reserve Account shall be equal to the Series 2018A-3 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

SECTION 4.03. Power to Issue Series 2018A-3 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2018A-3 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2018A-3 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2018A-3 Bonds, except for Bonds issued to refund all or a portion of the Series 2018A-3 Bonds. The Series 2018A-3 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2018A-3 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2018A-3 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2018A-3 Project in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2018A-3 Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2018A-3 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2018A-3 Special Assessments by paying to the Issuer all or a portion of the Series 2018A-3 Special Assessment which shall constitute Series 2018A-3 Prepayments as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this Second Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to Series 2018A-3 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used is so provided under Section 4.01(f)(ii) hereof to redeem Series 2018A-3 Bonds in the event the amount in the Series 2018A-3 Debt Service Reserve Account will exceed the Series 2018A-3 Debt Service Reserve Requirement as a result of a Series 2018A-3 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture of Series 2018A-3 Bonds, the excess amount above the Series 2018A-3 Debt Service Reserve Requirement shall be transferred from the Series 2018A-3 Debt Service Reserve Account to the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund, as a credit

against the Series 2018A-3 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that there is no Event of Default and, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2018A-3 Debt Service Reserve Account to equal or exceed the Series 2018A-3 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2018A-3 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2018A-3 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

(b) Upon receipt of Series 2018A-3 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2018A-3 Prepayment and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2018A-3 Special Assessment has been paid in whole or in part and that such Series 2018A-3 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2018A-3 Prepayment Account of the Series 2018A-3 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Second Supplemental Indenture, to the redemption of Series 2018A-3 Bonds in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the applicable Series 2018A-3 Bonds pursuant to Section 3.01(b)(i) of this Second Supplemental Indenture 45 days prior to each Redemption Date.

ARTICLE V

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2018A-3 Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2018A-3 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2018A-3 Special Assessments levied on platted lots not owned by the Developer and pledged hereunder to secure the Series 2018A-3 Bonds will be collected pursuant to the Uniform Method pursuant to Section 9.04 of the Master Trust

Indenture. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2018A-3 Bonds, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2018A-3 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2018A-3 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2018A-3 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Additional Covenant Regarding Series 2018A-3 Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A-3 Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2018A-3 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A-3 Bonds, when due. The Assessment Methodology shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2018A-3 Bonds.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2018A-3 Special Assessments and Series 2018A-3 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2018A-3 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2018A-3 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2018A-3 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2018A-3 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2018A-3 Bonds, 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 and shall lease or sell such property, and

deposit all of the net proceeds of any such lease or sale into the related Series 2018A-3 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2018A-3 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2018A-3 Bonds.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. The Issuer covenants and agrees that so long as there are any Series 2018A-3 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Pledged Revenues, except for refunding bonds. The Issuer further covenants and agrees that so long as the Series 2018A-3 Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-3 Special Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-3 Bonds.

SECTION 5.05. Reserved.

SECTION 5.06. Acknowledgment Regarding Series 2018A-3 Acquisition and Construction Accounts Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2018A-3 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2018A-3 Bonds, (i) the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2018A-3 Acquisition and Construction Accounts of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Series 2018A-3 Project or otherwise) without the consent of the Majority Owners of the Series 2018A-3 Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2018A-3 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2018A-3 Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the

contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2018A-3 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2018A-3 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2018A-3 Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2018A-3 Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2018A-3 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2018A-3 Bonds or the date fixed for the redemption of any Series 2018A-3 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2018A-3 Bonds.

SECTION 6.07. Patriot Act Requirements of 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.

SECTION 6.08. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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IN WITNESS WHEREOF, Canopy Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Assistant Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Second Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

SEAL

CANOPY
COMMUNITY DEVELOPMENT DISTRICT

Attest:

By: _____
Chair, Board of Supervisors

_____
Assistant Secretary,
Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

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THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CANOPY COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of November 1, 2018

Authorizing and Securing

$965,000
CANOPY COMMUNITY DEVELOPMENT DISTRICT
(Tallahassee, Florida)
Special Assessment Bonds, Series 2018A-4

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THIS THIRD SUPPLEMENTAL TRUST INDENTURE dated as of November 1, 2018 (the "Third Supplemental Indenture") between **CANOPY COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking corporation having the authority to exercise corporate trust powers (said bank and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida (the "City"), on April 5, 2017 and effective on May 24, 2017, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises to be governed by the Issuer (referred to herein as the "District Lands") are described more fully in Exhibit A to the Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture"), between the District and the Trustee, and currently consists of approximately 424.17 acres of land located entirely within the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the "Capital Improvement Program"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") duly adopted Resolution No. 2018-01 on October 23, 2017 (the "Initial Bond Resolution"), authorizing, among other things, the issuance, in one or more series, of not to exceed $110,000,000 aggregate principal amount of its Canopy Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

WHEREAS, the District's Resolution 2018-07 was duly adopted by the Board May 1, 2018 (together with the Initial Bond Resolution, the "Resolution"), authorizing, among other things, the sale of its Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds") which are issued hereunder, as one Series of Bonds under, and as defined in, the Master

Indenture, and has authorized the execution and delivery of the Master Indenture and this Third Supplemental Indenture to secure the issuance of the Series 2018A-4 Bonds and to set forth the terms of the Series 2018A-4 Bonds; and

WHEREAS, simultaneously with the issuance of the Series 2018A-4 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds") and the Canopy Community Development District Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A-1/2 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a First Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, simultaneously with the issuance of the Series 2018A-4 Bonds and the Series 2018A1/2 Bonds, the District is issuing its Canopy Community Development District Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture pursuant to a Second Supplemental Trust Indenture dated as of November 1, 2018, between the District and the Trustee; and

WHEREAS, the District will apply the proceeds of the Series 2018A-4 Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-4 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018A-4 Bonds; and (iii) make a deposit into the Series 2018A-4 Debt Service Reserve Account which account will be held for the benefit of all of the Series 2018A-4 Bonds, without privilege or priority of one Series 2018A-4 Bond over another; and

WHEREAS, the Series 2018A-4 Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2018A-4 Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Series 2018A-4 Project; and

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2018A-4 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2018A-4 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2018A-4 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2018A-4 Bonds issued hereunder, and any Bonds issued on a parity with the Series

2018A-4 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2018A-4 Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one Series 2018A-4 Bond over any other Series 2018A-4 Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2018A-4 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2018A-4 Bonds issued, and any Bonds issued on a parity with the Series 2018A-4 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2018A-4 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 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 hereof, then upon such final payments this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Third Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreement" shall mean that certain Acquisition, Construction, Installation, Developer Funding and Reimbursement Agreement, dated November 8, 2018, by and between the District and the Developer.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate of the Issuer, dated November 8, 2018, relating to certain restrictions on arbitrage under the Code.

"Assessment Methodology" shall mean, collectively, the Canopy Community Development District Master Assessment Methodology dated August 16, 2017, as supplemented by the Supplemental Assessment Methodology dated October 5, 2018, each as prepared by the Methodology Consultant and relating to the Series 2018A-4 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-1/2 Bonds, including, without limitation, all exhibits and appendices thereto.

"Assessment Resolutions" shall mean Resolution Nos. 2017-27, 2018-02 and 2018-07 of the Issuer adopted August 28, 2017, October 3, 2017 and May 1, 2018, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2018A-4 Bonds, $5,000 or any integral multiple thereof; provided however, that the Series 2018A-4 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

"Collateral Assignment" shall mean the Collateral Assignment and Assumption of Development Rights, dated November 8, 2018, by the Developer in favor of the Issuer.

"Completion Agreement" shall mean the Completion Agreement by and between the District and the Developer, dated November 8, 2018, as such agreement may be modified from time to time.

"Declaration of Consent" shall mean the Declaration of Consent to Jurisdiction of Canopy Community Development District and to Imposition of Special Assessments, dated November 8, 2018, delivered by the Developer.

"Designated Member" shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

"Developer" shall mean Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to all or any part of the respective interests and assumes any or all of the respective responsibilities of said entities, as the developers of the District Lands.

"District Manager" shall mean the person or entity serving as the Issuer's District Manager from time to time. The initial District Manager shall be Governmental Management Services – Central Florida, LLC.

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

"Engineer's Report" shall mean the Supplemental Engineer's Report for Series 2018A Bonds dated October, 2018, as prepared by Greenman-Pedersen, Inc., and as amended and supplemented to date.

"Indenture" shall mean, collectively, the Master Indenture and this Third Supplemental Indenture.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2019.

"Methodology Consultant" shall mean, initially, Governmental Management Services – Central Florida, LLC, or such successor Methodology Consultant appointed by the District.

"Paying Agent" shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

"Pledged Revenues" shall mean, with respect to the Series 2018A-4 Bonds (a) all revenues received by the Issuer from the Series 2018A-4 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-4 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-4 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-4 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2018A-1/2 Bonds or the Series 2018A-3 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Redemption Date" shall mean February 1, May 1, August 1 and November 1.

"Registrar" shall mean the Trustee, and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean, collectively, Resolution 2018-01 of the Issuer adopted on October 23, 2017, as supplemented by Resolution 2018-07 of the Issuer adopted on May 1, 2018.

"Series 2018A Project" shall mean the Series 2018A Project as described in the Engineer's Report with a 2018A Project cost estimate of $13.99 million being financed, in part, with

proceeds of the Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds.

"Series 2018A-4 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

"Series 2018A-4 Bond Redemption Fund" shall mean the Series 2018A-4 Bond Redemption Fund established pursuant to Section 4.01(g) of this Third Supplemental Indenture.

"Series 2018A-4 Costs of Issuance Subaccount" shall mean the Account so designated, established as a separate Subaccount within the Series 2018A-4 Acquisition and Construction Account pursuant to Section 4.01(a) of this Third Supplemental Indenture.

"Series 2018A-4 Debt Service Reserve Account" shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Third Supplemental Indenture.

"Series 2018A-4 Debt Service Reserve Requirement" shall mean, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2018A-4 Bonds as of any date of calculation as provided for herein, which initially is $32,714.38.

"Series 2018A-4 General Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-4 Bond Redemption Fund pursuant to Section 4.01(g) of this Third Supplemental Indenture.

"Series 2018A-4 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

"Series 2018A-4 Lands" shall mean that portion of the District Lands subject to the lien of the Series 2018A-4 Special Assessments.

"Series 2018A-4 Prepayment" shall mean the payment by any owner of property of the amount of Series 2018A-4 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Resolutions and the True-Up Agreement. "Prepayments" shall include, without limitation, Series 2018A-4 Prepayment Principal.

"Series 2018A-4 Prepayment Account" shall mean the Account so designated, established as a separate Account under the Series 2018A-4 Bond Redemption Fund pursuant to Section 4.01(g) of this Third Supplemental Indenture.

"Series 2018A-4 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2018A-4 Special Assessments being prepaid.

"Series 2018A-4 Principal Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Third Supplemental Indenture.

"Series 2018A-4 Project" shall mean the portion of the Series 2018A Project financed with proceeds of the Series 2018A-4 Bonds comprised of the development of Unit 1 (93 lots) as described in the Engineer's Report.

"Series 2018A-4 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Third Supplemental Indenture.

"Series 2018A-4 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Third Supplemental Indenture.

"Series 2018A-4 Special Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Series 2018A-4 Project or any portion thereof, which assessments correspond in amount to the debt service on the Series 2018A-4 Bonds.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2018A-4 Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2018A-4 Bonds are levied on the Series 2018A-4 Lands with respect to which a certificate of occupancy has been issued for a structure thereon. Satisfaction of the foregoing definition shall be evidenced by the delivery by the Issuer to the Trustee of a written certificate of the Methodology Consultant to such effect and upon which the Trustee may conclusively rely.

"Third Supplemental Indenture" shall mean this Third Supplemental Trust Indenture dated as of November 1, 2018, by and between the Issuer and the Trustee, as supplemented or amended.

"True-Up Agreement" shall mean the True-Up Agreement, between the District and the Developer, dated November 8, 2018.

"Trustee" shall mean U.S. Bank National Association, a national bank, and its successors and assigns.

"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, as amended.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2018A-4 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

ARTICLE II

THE SERIES 2018A-4 BONDS

SECTION 2.01. Amounts and Terms of Series 2018A-4 Bonds; Issue of Series 2018A-4 Bonds. No Series 2018A-4 Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2018A-4 Bonds that may be issued under this Third Supplemental Indenture is expressly limited to $965,000. The Series 2018A-4 Bonds shall be numbered R-5 and R-6.

(b) Any and all Series 2018A-4 Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this Third Supplemental Indenture. The Issuer shall issue the Series 2018A-4 Bonds upon execution of this Third Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2018A-4 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2018A-4 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2018A-4 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2018A-4 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2018A-4 Bonds.

(a) The Series 2018A-4 Bonds are being issued hereunder in order to provide funds to (i) pay the Costs of the Series 2018A-4 Project, (ii) fund the Series 2018A-4 Debt Service Reserve Account, (iii) pay the costs of issuance of the Series 2018A-4 Bonds, and (iv) pay the interest to become due on the Series 2018A-4 Bonds and payable on or before November 1, 2019. The Series 2018A-4 Bonds shall be designated "Canopy Community Development District (Tallahassee, Florida) Special Assessment Bonds, Series 2018A-4," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2018A-4 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2018A-4 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2018A-4 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2019, in which case from the date of original issuance of the Series 2018A-4 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-4 Bonds, the principal or Redemption Price of the Series 2018A-4 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2018A-4 Bonds. Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book-entry only system of registration of the Series 2018A-4 Bonds, the payment of interest on the Series 2018A-4 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2018A-4 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2018A-4 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2018A-4 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2018A-4 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be

a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2018A-4 Bonds.

(a) The Series 2018A-4 Bonds will mature on May 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

Maturity Date	Principal Amount	Interest Rate
May 1, 2038	$435,000	5.000%
May 1, 2049	530,000	5.150

(b) Interest on the Series 2018A-4 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2018A-4 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2018A-4 Bond Proceeds. From the net proceeds of the Series 2018A-4 Bonds received by the Trustee, which shall be $945,700.00 (reflecting the aggregate principal amount of the Series 2018A-4 Bonds of $965,000.00, less an underwriter's discount of $19,300.00 retained by the purchaser of the Series 2018A-4 Bonds);

(a) $32,714.38, which is an amount equal to the initial Series 2018A-4 Debt Service Reserve Requirement, shall be deposited in the Series 2018A-4 Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) $19,883.83 shall be deposited into the Series 2018A-4 Costs of Issuance Subaccount of the Series 2018A-4 Acquisition and Construction Account and applied to pay costs of issuance of the Series 2018A-4 Bonds; and

(c) $893,101.79, constituting all remaining proceeds of the Series 2018A-4 Bonds, shall be deposited in the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2018A-4 Project in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2018A-4 Bonds. The Series 2018A-4 Bonds shall be issued as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Issuer will issue replacement Series 2018A-4 Bonds and the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2018A-4 Bonds in the form of fully registered Series 2018A-4 Bonds in accordance with the instructions from Cede & Co. While the Series 2018A-4 Bonds are registered in book-entry only, presentation of the Series 2018A-4 Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2018A-4 Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2018A-4 Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2018A-4 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018A-4 Bonds, all the Series 2018A-4 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

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

(c) An opinion of Counsel to the District substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Series 2018A-4 Project being financed with the proceeds of the Series 2018A-4 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to construct, acquire, own and operate the Series 2018A-4 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2018A-4 Special Assessments have been in

accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2018A-4 Special Assessments, and (v) the Series 2018A-4 Special Assessments are legal, valid and binding liens upon the property against which such Series 2018A-4 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2018A-4 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture; and

(e) Executed copies of the Acquisition Agreement, Collateral Assignment, Completion Agreement, Declaration of Consent and True-Up Agreement.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2018A-4 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2018A-4 Bonds.

ARTICLE III

REDEMPTION OF SERIES 2018A-4 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2018A-4 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2018A-4 Bonds shall be made on the dates hereinafter required. If less than all the Series 2018A-4 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2018A-4 Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2018A-4 Bonds shall be made in such a manner that the remaining Series 2018A-4 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2018A-4 Bond of each maturity.

(a) Optional Redemption. The Series 2018A-4 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029 (less than all Series 2018A-4 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2018A-4 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2018A-4 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2018A-4 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2018A-4 Prepayments deposited into the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund following the payment in whole or in part of Series 2018A-4 Special Assessments on any portion of the Series 2018A-4 Lands in accordance with the provisions of Section 4.05(a) of this Third Supplemental Indenture, including any excess moneys transferred from the Series 2018A-4 Debt Service Reserve Account to the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund resulting from such Series 2018A-4 Prepayment pursuant to Section 4.01(f)(ii) of this Third Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2018A-4 Project, by application of moneys remaining in the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2018A-4 Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund, credited toward extinguishment of the Series 2018A-4 Special Assessments and applied toward the redemption of the Series 2018A-4 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2018A-4 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2018A-4 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2018A-4 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2018A-4 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-4 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2018A-4 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2018A-4 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2018A-4 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2018A-4 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2018A-4 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2018A-4 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Indenture.

(c) Mandatory Sinking Fund Redemption. The Series 2018A-4 Bond maturing May 1, 2038, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-4 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2020	$15,000	2030	$25,000
2021	15,000	2031	25,000
2022	15,000	2032	25,000
2023	15,000	2033	25,000
2024	15,000	2034	30,000
2025	20,000	2035	30,000
2026	20,000	2036	30,000
2027	20,000	2037	35,000
2028	20,000	2038*	35,000
2029	20,000		

* Final Maturity.

The Series 2018A-4 Bond maturing May 1, 2049, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2018A-4 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Amortization Installment	Year May 1	Amortization Installment
2039	$35,000	2045	$50,000
2040	40,000	2046	55,000
2041	40,000	2047	55,000
2042	45,000	2048	60,000
2043	45,000	2049*	60,000
2044	45,000		

* Final Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2018A-4 Bonds under any provision of this Third Supplemental Indenture or directed to redeem Series 2018A-4 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2018A-4 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2018A-4 Acquisition and Construction Account." Proceeds of the Series 2018A-4 Bonds shall be deposited into the Series 2018A-4 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, together with any excess moneys transferred to the Series 2018A-4 Acquisition and Construction Account, and such moneys in the Series 2018A-4 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 3.01(b)(ii) of this Third Supplemental Indenture. After the Completion Date of the Series 2018A-4 Project and after retaining in the Series 2018A-4 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2018A-4 Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2018A-4 Acquisition and Construction Account shall be transferred to and deposited into the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2018A-4 Bonds. When no funds remain in the Series 2018A-4 Acquisition and Construction Account, or in any subaccount therein, the account shall be closed.

There is hereby established within the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2018A-4 Costs of Issuance Subaccount." Amounts in the Series 2018A-4 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2018A-4 Bonds. Six months after the date of issuance of the Series 2018A-4 Bonds, any moneys remaining in the Series 2018A-4 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2018A-4 Bonds shall be deposited into the Series 2018A-4 Acquisition and Construction Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this Third Supplemental Indenture. When no funds remain in the Series 2018A-4 Cost of Issuance Subaccount, that subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2018A-4 Revenue Account." Series 2018A-4 Special Assessments (except for Series 2018A-4 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2018A-4 Prepayment Account) shall be deposited by the Trustee into the Series 2018A-4 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-4 Principal Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-4 Interest Account." Proceeds of the Series 2018A-4 Bonds shall be deposited into such Account in the amount set forth in Section 2.06(c) of this Third Supplemental Indenture. Moneys deposited into such Account pursuant to the Master Indenture and Section 4.02 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2018A-4 Sinking Fund Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(c) of this Third Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2018A-4 Debt Service Reserve Account."

(i) Proceeds of the Series 2018A-4 Bonds shall be deposited into the Series 2018A-4 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of

this Third Supplemental Indenture, which account will be held for the benefit of all of the Series 2018A-4 Bonds, without privilege or priority of one Series 2018A-4 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2018A-4 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in Section 4.01(f)(ii) below) above the Series 2018A-4 Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2018A-4 Project, such amounts shall be transferred to the Series 2018A-4 Revenue Account.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured or waived, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2018A-4 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Third Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2018A-4 Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2018A-4 Debt Service Reserve Account in excess of the Series 2018A-4 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2018A-4 Debt Service Reserve Account to the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund, as a credit against the Series 2018A-4 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee shall transfer any excess in the Series 2018A-4 Debt Service Reserve Account above the Series 2018A-4 Debt Service Reserve Requirement as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2018A-4 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2018A-4 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2018A-4 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall be deposited to the credit of the Series 2018A-4 Debt Service Reserve Account until

the amounts on deposit therein equal the Series 2018A-4 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee (or any Event of Default so noticed has been cured or waived) and the amount in the Series 2018A-4 Debt Service Reserve Account is not reduced below the then Series 2018A-4 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2018A-4 Project, to the Series 2018A-4 Revenue Account of the Revenue Fund.

Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2018A-4 Debt Service Reserve Account shall remain in such account.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2018A-4 Bond Redemption Fund" and within such Fund, a "Series 2018A-4 General Account" and a "Series 2018A-4 Prepayment Account." Except as otherwise provided in this Third Supplemental Indenture, moneys to be deposited into the Series 2018A-4 Bond Redemption Fund, as provided in Article VI of the Master Indenture shall be deposited to the Series 2018A-4 General Account of the Series 2018A-4 Bond Redemption Fund. Series 2018A-4 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund, as provided in the Indenture.

(h) (i) Moneys in the Series 2018A-4 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2018A-4 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2018A-4 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) hereof an amount of Series 2018A-4 Bonds equal to the amount of money transferred to the Series 2018A-4 General Account pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory

redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2018A-4 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2018A-4 Bonds as may be possible; provided, however, that not less than $5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2018A-4 Bonds equal to the amount of money transferred to the Series 2018A-4 Prepayment Account pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) hereof.

SECTION 4.02. Series 2018A-4 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2018A-4 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2018A-4 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2018A-4 Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2018A-4 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2018A-4 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-4 Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-4 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2018A-4 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2018A-4 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2018A-4 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2018A-4 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2018A-4 Debt Service Reserve Requirement;

FIFTH, prior to any date on which Series 2018A-4 Bonds are to be redeemed that is not an Interest Payment Date, an amount equal to interest accrued on such Series 2018A-4 Bonds to be redeemed; and

FIFTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2018A-4 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2018A-4 Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2018A-4 Debt Service Reserve Account shall be equal to the Series 2018A-4 Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

SECTION 4.03. Power to Issue Series 2018A-4 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2018A-4 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2018A-4 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2018A-4 Bonds, except for Bonds issued to refund all or a portion of the Series 2018A-4 Bonds. The Series 2018A-4 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2018A-4 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2018A-4 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2018A-4 Project in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2018A-4 Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2018A-4 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2018A-4 Special Assessments by paying to the Issuer

all or a portion of the Series 2018A-4 Special Assessment which shall constitute Series 2018A-4 Prepayments as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this Third Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to Series 2018A-4 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used pursuant to Section 4.01(f)(ii) hereof to redeem Series 2018A-4 Bonds in the event the amount in the Series 2018A-4 Debt Service Reserve Account will exceed the Series 2018A-4 Debt Service Reserve Requirement as a result of a Series 2018A-4 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Third Supplemental Indenture of Series 2018A-4 Bonds, the excess amount above the Series 2018A-4 Debt Service Reserve Requirement shall be transferred from the Series 2018A-4 Debt Service Reserve Account to the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund, as a credit against the Series 2018A-4 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that there is no Event of Default and, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2018A-4 Debt Service Reserve Account to equal or exceed the Series 2018A-4 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2018A-4 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2018A-4 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

(b) Upon receipt of Series 2018A-4 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2018A-4 Prepayment and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2018A-4 Special Assessment has been paid in whole or in part and that such Series 2018A-4 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2018A-4 Prepayment Account of the Series 2018A-4 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Third Supplemental Indenture, to the redemption of Series 2018A-4 Bonds in accordance with Section 3.01(b)(i) of this Third Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for extraordinary

mandatory redemption of the applicable Series 2018A-4 Bonds pursuant to Section 3.01(b)(i) of this Third Supplemental Indenture 45 days prior to each Redemption Date.

ARTICLE V

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2018A-4 Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2018A-4 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2018A-4 Special Assessments levied on platted lots not owned by the Developer and pledged hereunder to secure the Series 2018A-4 Bonds will be collected pursuant to the Uniform Method pursuant to Section 9.04 of the Master Trust Indenture. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2018A-4 Bonds, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2018A-4 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2018A-4 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2018A-4 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Additional Covenant Regarding Series 2018A-4 Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A-4 Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2018A-4 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A-4 Bonds, when due. The Assessment Methodology shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2018A-4 Bonds.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following

provisions shall apply with respect to the Series 2018A-4 Special Assessments and Series 2018A-4 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2018A-4 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2018A-4 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2018A-4 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2018A-4 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2018A-4 Bonds, 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 and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series 2018A-4 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2018A-4 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2018A-4 Bonds.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. The Issuer covenants and agrees that so long as there are any Series 2018A-4 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Pledged Revenues, except for refunding bonds. The Issuer further covenants and agrees that so long as the Series 2018A-4 Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2018A-4 Special Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2018A-4 Bonds.

SECTION 5.05. Reserved.

SECTION 5.06. Acknowledgment Regarding Series 2018A-4 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2018A-4 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2018A-4 Bonds, (i) the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2018A-4 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of

the Series 2018A-4 Project or otherwise) without the consent of the Majority Owners of the Series 2018A-4 Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2018A-4 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2018A-4 Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2018A-4 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2018A-4 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2018A-4 Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2018A-4 Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2018A-4 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2018A-4 Bonds or the date fixed for the redemption of any Series 2018A-4 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2018A-4 Bonds.

SECTION 6.07. Patriot Act Requirements of 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.

SECTION 6.08. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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IN WITNESS WHEREOF, Canopy Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Assistant Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Third Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

SEAL

CANOPY
COMMUNITY DEVELOPMENT DISTRICT

Attest:

By: _____
Chair, Board of Supervisors

_____
Assistant Secretary,
Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

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APPENDIX B

FORM OF OPINION OF BOND COUNSEL

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Attorneys at Law
101 North Monroe Street
Suite 900
Tallahassee, FL 32301
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Fax 850.222.8969

FORM OF OPINION OF BOND COUNSEL
WITH RESPECT TO THE SERIES 2018 BONDS

Upon delivery of the Series 2018 Bonds in definitive form, Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel, proposes to render its opinion with respect to the Series 2018 Bonds in substantially the following form:

November 8, 2018

Canopy Community Development District
City of Tallahassee, Florida

U.S. Bank National Association
Orlando, Florida

RE: CANOPY COMMUNITY DEVELOPMENT DISTRICT
(CITY OF TALLAHASSEE, FLORIDA)

$2,225,000 Special Assessment Bonds, Series 2018A-1	$5,480,000 Special Assessment Bonds, Series 2018A-2
$2,735,000 Special Assessment Bonds, Series 2018A-3	$965,000 Special Assessment Bonds, Series 2018A-4

Ladies and Gentlemen:

We have acted as Bond Counsel to the Canopy Community Development District (the "Issuer") in connection with the issuance by the Issuer of its $2,225,000 Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds"), its $5,480,000 Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds" and together with the Series 2018A-1 Bonds, the

"Series 2018A-1/2 Bonds"), its $2,735,000 Special Assessment Bonds, Series 2018A-3 (the "Series 2018A-3 Bonds"), and its $965,000 Special Assessment Bonds, Series 2018A-4 (the "Series 2018A-4 Bonds" and, together with the Series 2018A-1/2 Bonds and the Series 2018A-3 Bonds, the "Series 2018 Bonds"), pursuant to and under the authority of the Constitution and the laws of the State of Florida, particularly the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act") and Resolution No. 2018-01 adopted by the Board of Supervisors of the Issuer (the "Board") on October 23, 2017, as supplemented and amended by Resolution No. 2018-07 duly adopted by the Board on May 1, 2018 (collectively, the "Resolution"). The Series 2018 Bonds are being further issued under and are secured by a Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture"), as supplemented with respect to the Series 2018A-1/2 Bonds by a First Supplemental Trust Indenture dated as of November 1, 2018 (the "First Supplement" and, together with the Master Indenture, the "Series 2018A-1/2 Indenture"), and, with respect to the Series 2018A-3 Bonds by a Second Supplemental Trust Indenture dated as of November 1, 2018 (the "Second Supplement" and, together with the Master Indenture, the "Series 2018A-3 Indenture"), and, with respect to the Series 2018A-4 Bonds by a Third Supplemental Trust Indenture dated as of November 1, 2018 (the "Third Supplement" and, together with the Master Indenture, the "Series 2018A-4 Indenture"), each by and between the Issuer and U.S. Bank National Association, as trustee. The Series 2018A-1/2 Indenture, the Series 2018A-3 Indenture, and the Series 2018A-4 Indenture are collectively referred to herein as the "Indenture." In our capacity as Bond Counsel, we have examined such law and certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. Any capitalized undefined terms used herein shall have the meanings set forth in the Indenture.

The Series 2018A-1/2 Bonds are being issued to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-1/2 Project; (ii) pay certain costs associated with the issuance of the Series 2018A-1/2 Bonds; and (iii) make a deposit into the Series 2018A-1 Debt Service Reserve Account. The Series 2018A-3 Bonds are being issued to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-3 Project; (ii) pay certain costs associated with the issuance of the Series 2018A-3 Bonds; and (iii) make a deposit into the Series 2018A-3 Debt Service Reserve Account. The Series 2018A-4 Bonds are being issued to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2018A-4 Project; (ii) pay certain costs associated with the issuance of the Series 2018A-4 Bonds; and (iii) make a deposit into the Series 2018A-4 Debt Service Reserve Account. The Series 2018 Bonds are a portion of the bonds validated by a final judgment rendered by the Circuit Court in and for Leon County, Florida on December 12, 2017, the appeal period for which has expired with no appeal having been taken (the "Final Judgment").

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Resolution and the Indenture and in the certified proceedings and

other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. We have also relied upon all findings in the Final Judgment. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

The Series 2018A-1/2 Bonds are payable from the Pledged Revenues (as defined in the Series 2018A-1/2 Indenture), which consists of (a) all revenues received by the Issuer from the Series 2018A-1/2 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-1/2 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-1/2 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-1/2 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Series 2018A-1/2 Indenture (except for the Rebate Fund) in the manner and to the extent provided in the Series 2018A-1/2 Indenture. The Series 2018A-3 Bonds are payable from the Pledged Revenues (as defined in the Series 2018A-3 Indenture), which consists of (a) all revenues received by the Issuer from the Series 2018A-3 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-3 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Series 2018A-3 Indenture (except for the Rebate Fund) in the manner and to the extent provided in the Series 2018A-3 Indenture. The Series 2018A-4 Bonds are payable from the Pledged Revenues (as defined in the Series 2018A-4 Indenture), which consists of (a) all revenues received by the Issuer from the Series 2018A-4 Special Assessments levied and collected on that portion of the District Lands benefited by the Series 2018A-4 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2018A-4 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2018A-4 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Series 2018A-4 Indenture (except for the Rebate Fund) in the manner and to the extent provided in the Series 2018A-4 Indenture.

The Series 2018 Bonds do not constitute a general obligation or indebtedness of the Issuer within the meaning of any constitutional, statutory or other limitation of indebtedness and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the Issuer or taxation in any form on any real or personal property for the payment of the principal of or interest on the Series 2018 Bonds.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based on our examination, we are of the opinion that, under existing law:

1. The Indentures constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms.

2. The Series 2018 Bonds are valid and binding limited obligations of the Issuer enforceable in accordance with their respective terms, and payable solely from the Pledged Revenues in the manner and to the extent provided in the Series 2018A-1/2 Indenture, the Series 2018A-3 Indenture, or the Series 2018A-4 Indenture, as applicable.

3. The Series 2018A-1/2 Indenture, the Series 2018A-3 Indenture, and the Series 2018A-4 Indenture create a valid lien upon the Pledged Revenues for the security of the Series 2018A-1/2 Bonds, the Series 2018A-3 Bonds, and the Series 2018A-4 Bonds, respectively.

4. Interest on the Series 2018 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Series 2018 Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations for taxable years that began prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018. The opinions set forth in the preceding sentences are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, (the "Code") that must be satisfied subsequent to the issuance of the Series 2018 Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted in the Indentures to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Series 2018 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2018 Bonds.

It is to be understood that the rights of the owners of the Series 2018 Bonds and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of

Florida, the exercise of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of the Limited Offering Memorandum or any other offering material relating to the Series 2018 Bonds. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Series 2018 Bonds. Furthermore, we are not passing on the accuracy or sufficiency of any CUSIP numbers appearing on the Series 2018 Bonds. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Issuer or the underwriter or underwriters with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Series 2018 Bonds or regarding the perfection or priority of the lien on the Pledged Revenues created by the Series 2018A-1/2 Indenture, Series 2018A-3 Indenture, or Series 2018A-4 Indenture, as applicable. Further, we express no opinion regarding federal income or state tax consequences arising with respect to the Series 2018 Bonds other than as expressly set forth herein.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof. Delivery of this opinion to parties other than the Issuer does not create an attorney-client relationship with such parties.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

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APPENDIX C

ENGINEER'S REPORTS

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ENGINEER'S REPORT

FOR

CANOPY COMMUNITY DEVELOPMENT DISTRICT

August 2017

CANOPY

A Community with Deep Roots

Prepared By:

GPI

Greenman-Pedersen, Inc.

1590 Village Square Blvd

Tallahassee, FL 32309

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I. INTRODUCTION

A. Description of the Canopy Development

The subject project, known as "Canopy", is located at the southwestern tip of the Welaunee Plantation within the City of Tallahassee (City), Leon County, FL. The project site is bordered to the west by Fleischmann Road and Fleischmann Lane, to the North by Centerville Road, to the South by the Miccosukee Greenway, and to the east by property owned by the City. The total acreage of the project is 505.7 acres and consists of two parcels (11-14-20-405-0000 and 11-15-20-405-0000) located within Sections 14 and 15, Township 01 North, and Range 01 East.

The project lies within the Canopy Planned Unit Development (PUD) and proposes to create new lots to serve several uses. The subdivision of land includes single family residential lots, commercial lots, and multi-family residential lots. This project also proposes to dedicate multiple areas of road Right of Way to the City and the Canopy Community Development District (the "District"). The District includes property outside of the lands planned for commercial uses, and primarily includes single family residential lots and the infrastructure or amenities required to serve the single family residential lots.

Residential Uses
The approved development program for Canopy provides for 1,417 dwelling units, including 520 multi-family residential units.

Employment Center and Neighborhood Center non-residential uses
A total of 97,927 gross square feet (gsf) of office and 65,000 of retail uses are approved for the Employment Center and Neighborhood Center non-residential uses. The allowable range of retail uses within the Employment or Neighborhood Center is established at 15% to 50% with the allowable range of office uses established at 50% to 85%.

Institutional Uses
Institutional Uses are allowed in all Land Use Districts, of which 100,000 gsf are allocated to an elementary school; 15,000 gsf are allocated to a fire station (or other public safety/civic facility); 60,000 gsf are allocated to a senior citizens' activity center; and the remainder 160,000 gsf are allocated for use throughout the development for Institutional Uses as defined below. In addition to the above, a 180 bed assisted living facility, a 120 bed rehabilitation center, and a 70 bed adult care / memory care unit are allowed. The term "Institutional Use" utilized in this PUD includes Educational Use, School Use, Community Use and Institutional Use, all of which are grouped together in the CAP document and treated as a single land use category. A specific description of Institutional Uses is provided within the PUD.

TABLE 1
LAND USE SUMMARY FOR CANOPY PUD

Type of Use	Acreage	% of Total
Employment Center/Neighborhood Center	25.0	4.9
Low/Medium Density Residential	94.5	18.7
Medium/High Density Residential	145.0	28.7
High Density/Multi-Family Residential	54.0	10.7
Primary Open Space (Including Stormwater Area)	143.6	28.4
Stormwater Detention Area	43.6	8.6
Total	**505.7 AC**	**100%**

B. Authorization

Greenman-Pedersen, Inc., hereinafter referred to as the "Engineer", prepared this Engineer's Report pursuant to the authorization of the Board of Supervisors of the Canopy Community Development District (District).

C. Purpose and Scope

The purpose of this Report is to present the nature, extent, an estimated cost, and benefits associated with implementing the infrastructure needed to serve the District. In addition, this Report presents a narrative description of the major components included within the District's infrastructure system. It is anticipated that the financing mechanism is expected to be in the form of one or more series of bonds to be issued by the District. The financing and assessment methodology has been developed by the District's financial advisor.

This Report is intended to generally describe the improvements, the estimated costs, and benefits associated with implementing the improvements and recommendations. This Report is not intended to be used for an exact representation of the required improvements, or for construction purposes since detailed construction plans and specifications for the all of the proposed improvements have not been completed. It should be noted that these plans may be modified, even after initial approval, with the District's knowledge and consent.

The Engineer has considered and, in certain instances, relied upon opinions, information, and documentation prepared or supplied by others, which may have included public officials, public entities, the Developer, engineering professionals, general contractors, and surveyors.

D. The Canopy Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 424 acres of the total 505.7 acres of the project. The 81 acres which are planned to accommodate the Employment Centers, Neighborhood Center, multi-family residential, and institutional uses within the project are not included in the District.

The Development plan for the proposed lands within the District includes approximately 900 single family residential units to be constructed in approximately seven phases. Also, up to 13 acres are planned to include a church / religious facility. Such uses are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

TABLE 2
LAND USE SUMMARY FOR CANOPY CDD

Type of Use	Acreage	Units
Single Family Residential - Attached	20	Up To 100
Single Family Residential - Detached	245	Minimum of 800
Churches / Religious Facilities	13	1 Facility
Primary Open Space / Recreation / Amenities	146	
Total	**424 AC**	

*The information above is conceptual and subject to change

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Canopy.

II. DISTRICT BOUNDARY

A. Property Boundary

The project site is bordered to the West by Fleischmann Road and Fleischmann Lane, to the North by Centerville Road, to the South by the Miccosukee Greenway, and to the East by property owned by the City. The total acreage of the site is 505.7 acres and consists of two parcels (11-14-20-405-0000 and 11-15-20-405-0000) located within Sections 14 and 15, Township 01 North, and Range 01 East.

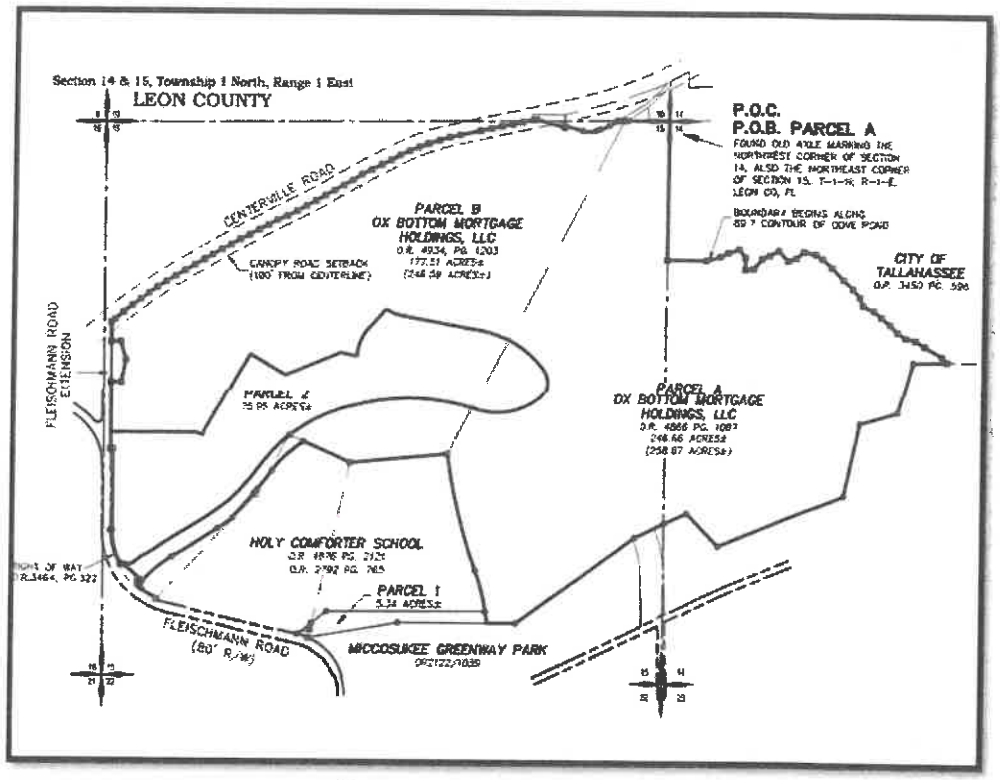


Figure 1 – Location Map

Figure 2 – Aerial Photography of Property

B. Description of Property Served

The District is located within Sections 14 and 15, Township 01 North, and Range 01 East in Leon County, Florida. Historically, the property has been used for agriculture and silviculture purposes with no existing infrastructure on site. The site is currently vegetated with a combination of upland and wetland features, comprised of varying degrees of native and exotic vegetation.

C. Existing Conditions

Infrastructure
There is no existing water, sewer, or roadway infrastructure within the District boundary. These facilities will be provided by extending the City infrastructure from Fleischmann Road, Centerville Road, and Miccosukee Road into the site.

Topography
In general the topography can be described as gentle rolling hills with minimal to moderate slopes. Some significant and severe slopes occur on site and will be impacted or preserved accordingly.

D. Entitlements

Ox Bottom Mortgage Holdings, LLC is master developer and is currently the owner of all lands within the District. The project has obtained approval of a Comprehensive Plan amendment (the Critical Area Plan, or CAP) as well as an approved PUD. The project has an executed FS Chapt 163 Development Agreement between the City of Tallahassee and Developer. These documents provide for the development of: 1,417 residential dwelling units (520 of which are multi-family units); 65,000 sf of retail which specifically includes 50,000 sf of shopping center and 15,000 sf of high-turnover sit down restaurants; 97,927 sf of office which specifically includes 47,927 sf of general office and 50,000 sf of medical office; 100,000 sf elementary school; 60,000 sf senior citizens activity center; a 180 bed adult living facility; a 120 bed rehabilitation facility; a 70 bed adult care / memory unit; and a 15,000 sf public safety / civic facility. Modifications to this specific development program are allowed and the process by which to modify the program are outlined in the Development Agreement.

The portion of the property which naturally drains to Dove Pond cannot be developed until the Dove Pond Dam is constructed and accepted.

The City of Tallahassee and Leon County have both agreed to participate in the costs of certain infrastructure, specifically the construction of Welaunee Boulevard east of Crestline Road and Dove Pond Dam.

Prior to developing individual lots or parcels, all public infrastructure that is required to provide access, drainage and utility service to that parcel is required to be permitted and constructed.

III. PROPOSED DISTRICT INFRASTRUCTURE

A. Summary of the Proposed District Infrastructure

Various facilities and services may be provided by the proposed District. It is anticipated that the master stormwater management system; sewer and water systems; onsite roadway improvements; parks, open space and right of way improvements; recreational improvements;

Dove Pond Stormwater Management Facility; and wetland mitigation will be financed by the District.

The capital improvements described in this Report represent the present intentions of the Developer and the District. The implementation of the improvements discussed in this Report requires the final approval by numerous local, state and federal regulatory and permitting agencies. The actual improvements may vary from the improvements proposed in this Report. Cost estimates contained in this Report have been prepared based upon the best available information at the time. The actual cost of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

B. On-Site Roadway Improvements

Welaunee Boulevard

Welaunee Boulevard, a principal arterial roadway, will extend through the Project connecting at Fleischmann Road, extending to the east project boundary north of Dove Pond. The width of the right-of-way for Welaunee Boulevard shall be a minimum of 120 feet. The general design for Welaunee Boulevard will be four through lanes and will provide for a raised median, landscaping, curb and gutter, bicycle facilities, and sidewalks/multi-use paths.

Roadway Access and TDM Strategies

Primary access to the Project will include the extension of Welaunee Boulevard into the Project from Fleischmann Road. A single roadway connection is proposed to Centerville Road at Hickory Ridge Road via an extension of Dempsey Mayo Road through the project. One roadway connection to Miccosukee Road is located at Dempsey Mayo Road. The proposed connection location to Miccosukee Road coincides with the existing utility corridor location established by the City of Tallahassee for the installation of the underground electrical transmission line through the Project area. A system of collector and local streets, will connect with Welaunee Boulevard constituting the primary transportation system within the project. Transportation Demand Management (TDM) strategies will be implemented, as appropriate, to reduce single-occupancy vehicle trips. Such strategies may include, but are not limited to, alternative work schedules, transportation allowances (car pool and van pool programs), guaranteed ride home programs, telecommuting, transit supportive facilities (bus stops, shelters, etc.), and additional bicycle and pedestrian facilities and equipment.

Dempsey Mayo Road will form a north/south connection through the project. This connection will afford both residents and nonresidents alike the opportunity for access to employment, shopping, and dining opportunities within the Employment and Neighborhood Centers. Crestline Road will form an east/west connection through the project providing residents a transportation alternative to Welaunee Boulevard which may be utilized to traverse the proposed development.

Lanes

As part of the Canopy Project, small neighborhoods of single family homes will be created adjacent to green areas that will serve as amenities to the neighborhoods. The single family detached homes will front on the green areas with the only vehicular access via lanes behind the

homes. The lanes, which shall be owned and maintained by the CDD, will be public lanes for the purposes of building permitting and home addressing.

Alleys
CDD maintained alley cross sections supporting the pedestrian/bicycle friendly characteristics of this Project are will be provided.

Lot Access Criteria
Legal access to residential lots in Canopy may be accomplished by any combination of the following:

1. Frontage on a publicly dedicated street with a driveway accessing the publicly dedicated street or as an alternate vehicular access may be provided by a rear alley owned and maintained by the CDD, or
2. Frontage on a publicly dedicated lane with a driveway accessing the publicly dedicated lane which will be maintained by the CDD.

Double frontage lots will be restricted to one driveway per lot.

Sidewalk, Bike and Pedestrian Network
A system of recreational and alternative multi-use paths, sidewalks, on-street bicycle lanes providing bicycle and pedestrian access to the Primary Open Space system and access to the Miccosukee Canopy Road Greenway will be provided. Sidewalks are provided on both sides of the arterial and collector roadways. Sidewalks will be provided on at least one side of local streets in residential low-density and residential estate areas of Canopy. A minimum 10' paved multi-use path may be provided in lieu of a sidewalk and/or bicycle lanes.

Roadway Network
Neighborhoods are interconnected with each other as well as with the Employment and Neighborhood Centers. The roadway network will:

1. Promote and enhance a livable community pattern, including a mixed use and pedestrian environment;
2. Protect the adjacent canopy roads by relieving traffic pressure;
3. Enhance the scale and pedestrian accessibility of the Employment and Neighborhood Centers; and,
4. Provide adequate roadway capacity to serve the development.

C. Utility Improvements

Potable water distribution and sanitary sewer collection service to the District will be provided by The City of Tallahassee. Potable water for the community will be provided via connection to an existing 12" water main located along Fleischmann Boulevard, a 10" water main along Centerville Road, and an 8" main along Miccosukee Road.

This system will be constructed to provide adequate facilities for the development at build-out. The water main within platted right-of-ways and/or utility easements will be dedicated and turned over to the City of Tallahassee following an inspection, certification and warranty process.

The potable water facilities will include both transmission and distribution lines along with necessary valves, fire hydrants, water services and facilities such as backflow preventers and air release valves.

The wastewater facilities serving the project will include gravity sewer mains with individual lot sewer services, a master sewer pump station, and a force main with connection to the existing City of Tallahassee wastewater collection system in Centerville Road. All force main, gravity sewer, and pump station infrastructure will be located within platted rights-of-way and/or utility easements, and will be dedicated and turned over to the City of Tallahassee following an inspection, certification and warranty process.

A 50' Florida Gas Transmission (FGT) Easement traverses the project site which contains a 24" gas transmission main. All proposed crossings will be permitted with FGT and subject to restrictions set forth in the easement agreement.

All dry utilities (power, telephone, cable, etc.) will be provided within platted rights-of-way and/or utility easements.

D. Drainage and Stormwater Management System

Treatment Standards

The Stormwater Management Facilities will be designed to meet the treatment requirements of Sec. 5-86 of the Tallahassee Land Development Code. Stormwater facilities which are dedicated to the City of Tallahassee will be constructed to the requisite standards for access and maintenance. Erosion and sediment control will be provided during all construction activities within the project utilizing best management practices.

Dove Pond Regional Stormwater Facility

Dove Pond has been approved to be improved and function as a regional stormwater management system as detailed in the Stormwater Facility Master Plan (SFMP). It will be utilized for the storage of treated stormwater and has been planned to provide improved flood protection for downstream, off-site property owners. The SFMP outlines the design parameters for the use of Dove Pond. To provide flood protection for downstream off-site property owners in the Tri-Basin Study Area, inter-basin transfers of stormwater may be permitted *FROM* the Dove Pond Basin.

Western Project Drainage

On the western end of the Canopy PUD there are two isolated closed basins which are included in the SFMP for use as stormwater facilities. These basins will provide storage for the post-development increase in runoff for the 100 year, 24 hour critical storm, improving existing flood conditions in the area by lowering the flood elevation. Approximately 14 acres of the project lie in an open watershed that ultimately discharges to Lake Lafayette. This area will be designed to meet City requirements in addition to Outstanding Florida Waters (OFW) treatment standards.

Stormwater Facilities Authorized in Open Space
Stormwater management facilities are authorized within in the Primary Open Space system, and have been included in the SFMP. These stormwater management facilities may be utilized to meet minimum open space requirements.

E. Parks, Open Space, and Right of Way Improvements

Parks are planned throughout the Canopy Project. The open space is planned to be accessible to the residents as a passive recreation area for birding, hiking, viewing, and other non-invasive observation of the natural area systems which are planned to be preserved as a part of the overall master plan. Within the planned residential areas, pocket parks are proposed to provide readily accessible green spaces to all residents. These pocket parks may simply include trees, or may include other park amenities such as sitting areas, grills, picnic tables, tennis courts, volleyball courts, pavilions, or other standard park amenities. Certain larger parks are planned to allow for group activities, such as Frisbee golf, camp fires, live music, yard games, dog park, pond viewing, community vegetable garden, ornamental garden, community cook-outs, or other community-wide recreational events as may be planned by the CDD Manager. The project includes a linear park, which is approximately 100 LF wide and extends from Centerville Road to Dove Pond. This linear park is expected to include a multi-use path, sitting areas, and a variety of amenities as the linear park passes through adjacent residential neighborhoods.

The open spaces are also planned to include certain stormwater management facilities, which will be designed to provide an amenity to the development, whether it may include a lighted fountain, gazebo, a trellis and swing, or other similar opportunities for the residents to enjoy the planned green spaces.

Trails are also planned within the open spaces. These trails will generally meander around significant trees and other natural features, providing a stable and planned access through natural areas. These trails are planned to provide connectivity within the project, as well as to points of interest outside and adjacent to the development such as the Miccosukee Greenway, Centerville Road Trail, and Fleischmann Lane.

Right of Way Improvements primarily include landscaping and multi-use paths. All roadways within ½ mile walking radius of the Employment Center or Neighborhood Center will provide street trees. Welaunee Boulevard, Dempsey Mayo, Crestline Road, and the linear park will provide paved multi-use paths which are a minimum of 10' in width.

F. Recreational Improvements / Amenities

In addition to the recreational improvements listed above related to the parks and open space, the project plans to provide a central amenity center in the form of a clubhouse. This clubhouse is expected to include indoor meeting space, break-out rooms, an entertainment space, community activity area, party preparation & greeting area, as well as dedicated workout studio space.

Outdoor amenities at the clubhouse are expected to include a Laguna style pool, kids splash pad, cabanas, covered lanai, private fob access, ice cream & café vendor station, tennis & volley ball court, children's playground, fire attraction seating area, as well as being adjacent to a large linear park, and Outdoor Theater. The Outdoor Theater will accommodate approximately 100 viewers and will be available for live performances and video projection.

G. Wetland Mitigation

Wetland Impacts are anticipated, specifically related to the construction of Dove Pond Regional Stormwater Facility (RSF). The RSF is planned to provide flood control, and reduce downstream flooding of the existing residential areas. The project will permanently impact 2.69 acres of wetlands and temporarily impact 1.49 acres of wetlands or other surface waters. There are 43.51 acres of FDEP jurisdictional wetlands on site. The mitigation for the wetland impacts include 15.18 acres of herbaceous wetland creation, 2.04 acres of forested wetland creation, and a 56.08 acre conservation easement. Additional benefits from the mitigation include water quality improvement, control of exotics, enhanced wetland function, and enhanced habitat values.

H. Professional Services, Permitting and Miscellaneous Costs

Professional Services included but not limited to; engineering, planning, landscape architecture, environmental services, materials testing, surveying, and construction inspection, will be part of the District's Project budget.

Federal, State and Local permits and engineering plan approvals have been obtained, or are in the process of being obtained, for the construction of portions of the site infrastructure.

The timetable for remaining permits and modifications will be contingent upon the development schedule for the project phasing. The permit fees required for approval of the Project is also included in the District cost.

Other miscellaneous costs that the District may incur will include; legal fees, insurance, management fees, lending/bank fees, and bond fees.

IV. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 3 represents the opinion of probable costs for the District infrastructure. The opinion of probable costs includes the actual infrastructure costs for the various improvements, such as: materials, labor, construction, technical services, and contingencies. All estimates are in 2017 dollars and no inflation factor was utilized.

Table 3 presents a summary of the District financed improvements as described in Section III of this Report.

TABLE 3
OPINION OF PROBABLE CONSTRUCTION COSTS

Facility	Estimated Cost
On-Site Roadway Improvements	$27,500,000
Utilities Improvements	$14,800,000
Drainage and Stormwater Management System	$22,800,000
Parks, Open Space, and Right of Way Improvements	$4,700,000
Recreational Improvements	$3,900,000
Wetland Mitigation	$800,000
Professional Services, Permitting and Misc. Costs	$8,900,000
Contingency	$7,500,000
Total	**$90,900,000**

V. OWNERSHIP AND MAINTENANCE AUTHORITY

The ownership and maintenance responsibilities for the major infrastructure improvements at The Canopy CDD are presented in Table 4.

TABLE 4
EXPECTED OWNERSHIP AND MAINTENANCE

Facility	Funding	O & M	Ownership
On-Site Roadway Improvements	Dev/City/CDD	City/CDD[2]	City/CDD[2]
Water & Sewer Utility Improvements	Dev/CDD	City	City
Drainage and Stormwater Management System	Dev/City/CDD	City/CDD[1]	City
Dove Pond Dam	Dev/City/CDD	CDD	CDD
Parks, Open Space, and Right of Way Improvements	Dev/CDD	City/CDD[1]	City/CDD
Recreational Improvements	Dev/CDD	CDD	CDD
Wetland Mitigation	Dev/CDD	CDD	CDD

Dev = Ox Bottom Mortgage Holdings, LLC
City = City of Tallahassee
CDD = Canopy Community Development District

[1]City is expected to operate and maintain the infrastructure; CDD may perform enhanced maintenance.
[2]CDD will be responsible for operation and maintenance of all roadways which City will not own (alleys, etc.).

VI. REPORT MODIFICATION

During development and implementation of the improvements identified in this Report, it may be necessary to make some modifications and deviations to the improvements. Therefore, if such deviations or modifications do not change the overall primary objective of this Report, then such changes will not materially affect the Report.

In addition, the development may undertake certain public infrastructure improvements, related to the subdivisions, which may include but are not limited to roads, drainage, water, wastewater,

landscaping, and irrigation. Such improvements may be identified in a subsequent Engineer's Report.

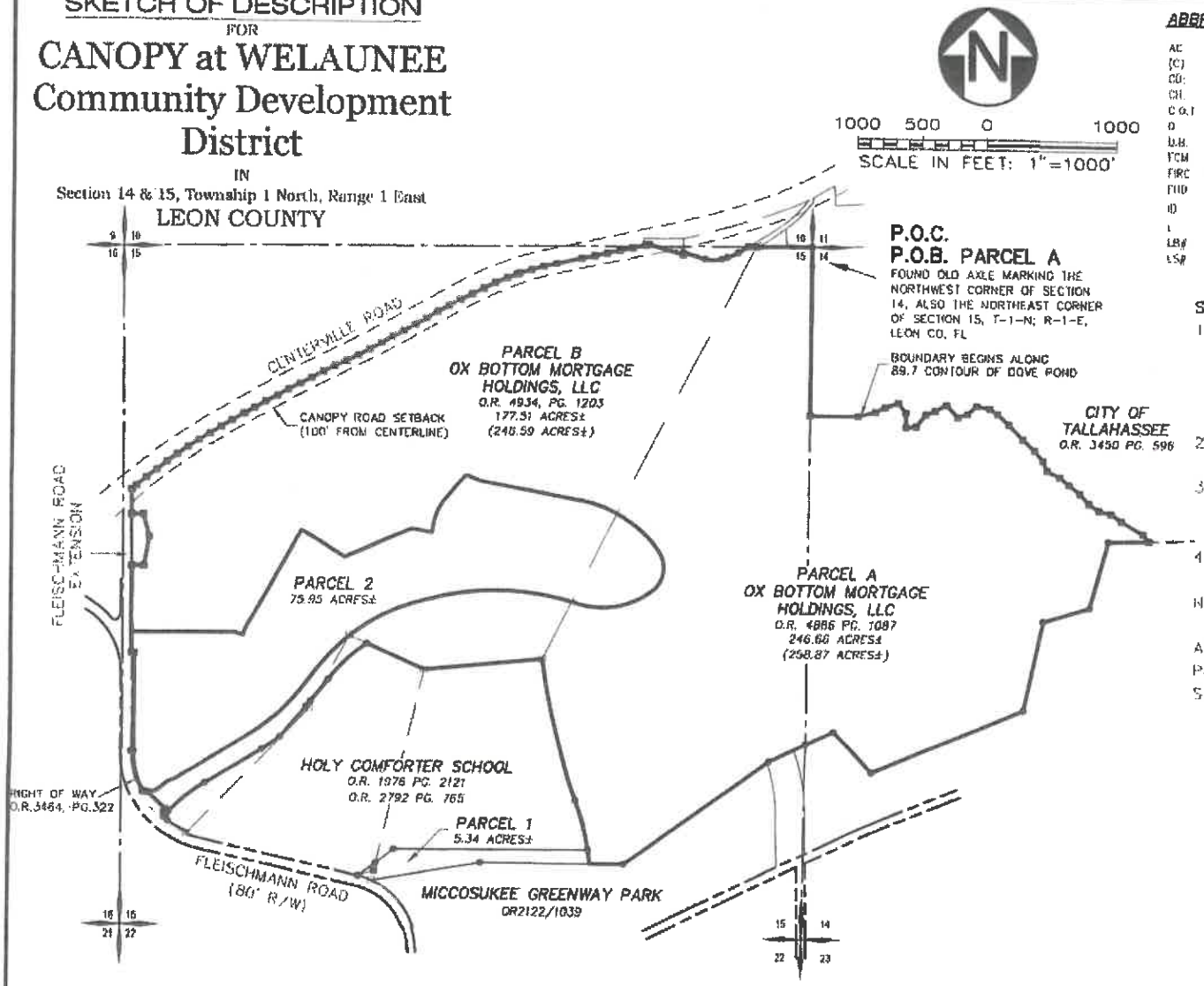
VII. ENGINEER'S CONCLUSION AND CERTIFICATION

It is my professional opinion that the infrastructure costs associated herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All infrastructure costs are public improvements or community facilities as set forth in section 190.012(1) AND (2) of the Florida Statutes. The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on current unit prices for ongoing and similar items of work in Leon County for the quantities as represented on construction plans. The future costs of labor, equipment, and material; coupled with changing regulations and construction process, are beyond our control. Due to this inherent opportunity for fluctuation of cost, the total final cost may be more or less than this estimate. Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and will meet their intended functions. Where necessary, historical costs and information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities in the Leon County area. It is therefore our opinion that the construction of the proposed project can be complete at the cost stated.

Alan D. Wise, P.E.
Florida Registered Engineer No. 70831
Greenman-Pedersen, Inc.
Certificate of Authorization No. 3498
Phone: (850) 297-2922

APPENDIX A – Boundary Sketch & Legal Description

SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY



ABBREVIATIONS AND SYMBOLS

AC	= ACRES	No	= NUMBER
(C)	= CALCULATED MEASUREMENT	O.R.	= OFFICIAL RECORD BOOK
CD:	= CHORD BEARING AND DISTANCE	Pg.	= PAGE
CH:	= CHORD BEARING AND DISTANCE	(P)	= PLAT MEASUREMENT
C.O.T.	= CITY OF TALLAHASSEE	P.B.	= PLAT BOOK
D	= DELTA or CENTRAL ANGLE	P.O.B.	= POINT OF BEGINNING
D.B.	= DEED BOOK	P.O.C.	= POINT OF COMMENCEMENT
FCM	= FOUND CONCRETE MONUMENT	R:	= RADIUS
FIRC	= FOUND IRON ROD AND CAP	R/W	= RIGHT OF WAY
FND	= FOUND NAIL AND DISK	(S)	= SURVEY MEASUREMENT
ID	= IDENTIFICATION	SCM	= SET CONCRETE MONUMENT
L	= ARC LENGTH	SIRC	= SET IRON ROD AND CAP
LB#	= LAND BUSINESS NUMBER		
LS#	= SURVEYOR REGISTRATION NUMBER		

SURVEYOR'S NOTES:

1. The exterior boundary shown here is based on a survey prepared for CNL Tallahassee, LLC by Moore Bass Consulting, Project No. 06-114, dated 12/14/06. The bearings shown hereon are based on said survey. See sheets 2-6 for legal description and boundary details.
2. Exterior boundary monumentation shown per above referenced survey.
3. This Survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
4. THIS IS NOT A BOUNDARY SURVEY

Nobles Consulting Group, Inc.

Alfredo A. Bermudez
Professional Surveyor and Mapper, No. 5578
State of Florida

SHEET 1 OF 12

SCALE:	1" = 1000'	PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD (ND)	ISSUE DATE:	09/20/2016
DRAWN BY:	AAB	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

NCG
NOBLES CONSULTING GROUP, INC.
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990

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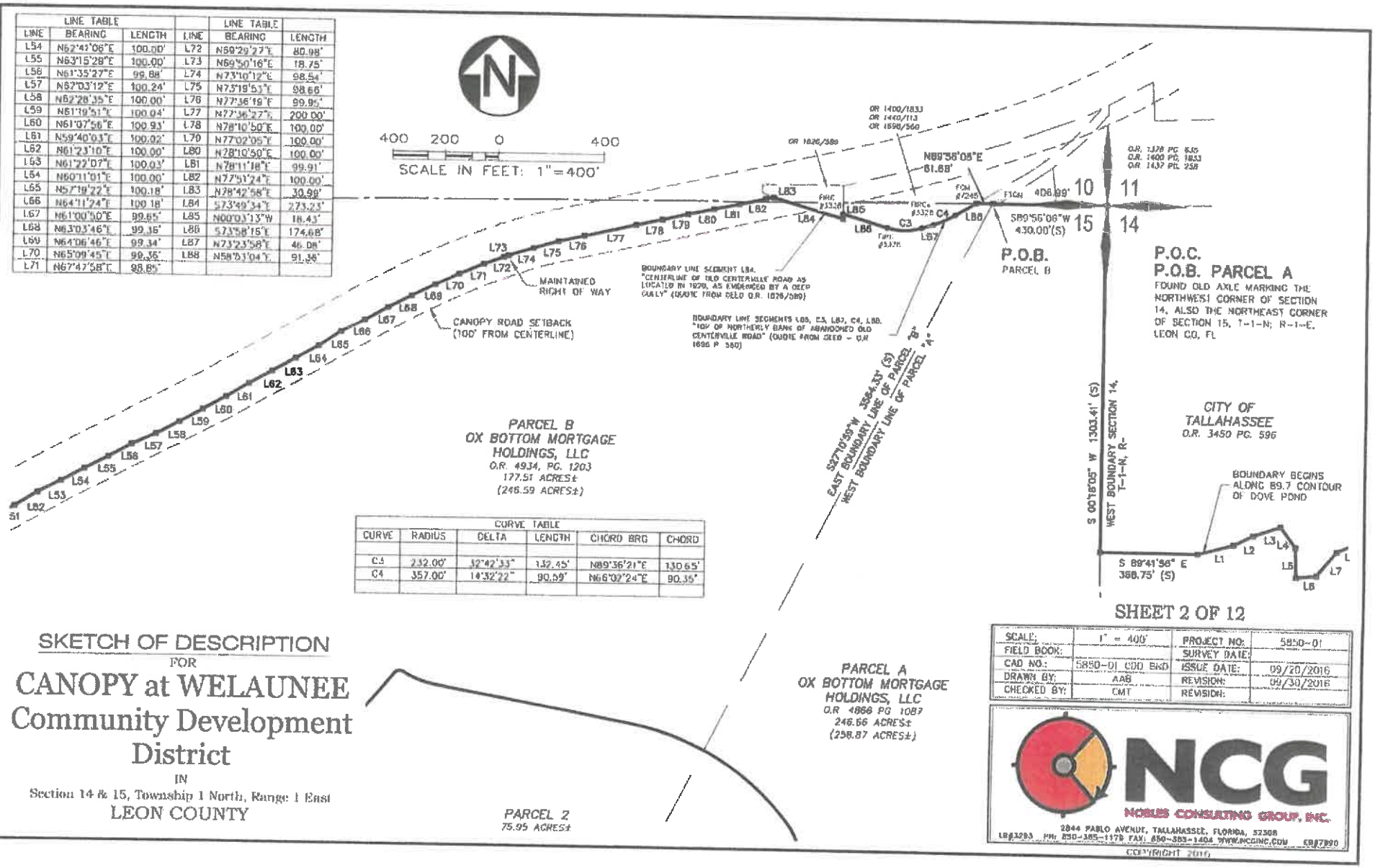

LINE TABLE				LINE TABLE	
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L54	N62°43'06"E	100.00'	L72	N59°29'27"E	80.98'
L55	N63°15'28"E	100.00'	L73	N69°50'16"E	18.75'
L56	N61°35'27"E	99.88'	L74	N73°10'12"E	98.54'
L57	N62°03'12"E	100.24'	L75	N75°19'53"E	98.66'
L58	N62°28'35"E	100.00'	L76	N77°36'19"E	99.95'
L59	N61°19'51"E	100.04'	L77	N77°36'27"E	200.00'
L60	N61°07'56"E	100.93'	L78	N78°10'50"E	100.00'
L61	N59°40'03"E	100.02'	L79	N77°02'05"E	100.00'
L62	N61°23'10"E	100.00'	L80	N78°10'50"E	100.00'
L63	N61°22'07"E	100.03'	L81	N78°11'18"E	99.91'
L64	N60°11'01"E	100.00'	L82	N77°51'24"E	100.00'
L65	N57°19'22"E	100.18'	L83	N78°42'58"E	30.99'
L66	N64°11'24"E	100.18'	L84	S73°49'34"E	273.23'
L67	N61°00'50"E	99.65'	L85	N00°03'13"W	18.43'
L68	N63°03'46"E	99.36'	L86	S73°58'15"E	174.68'
L69	N64°06'46"E	99.34'	L87	N73°23'58"E	46.08'
L70	N65°09'45"E	99.36'	L88	N58°53'04"E	91.36'
L71	N67°47'58"E	98.85'			

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BRG	CHORD
C3	232.00'	32°42'33"	132.45'	N89°36'21"E	130.65'
C4	357.00'	14°32'22"	90.59'	N66°02'24"E	90.35'

SHEET 2 OF 12

SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

SCALE:	1" = 400'	PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD BND	ISSUE DATE:	09/20/2016
DRAWN BY:	AAB	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

NCG
NOBLES CONSULTING GROUP, INC.
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3283 PH: 850-385-1178 FAX: 850-383-1404 WWW.NCGINC.COM CB#7890
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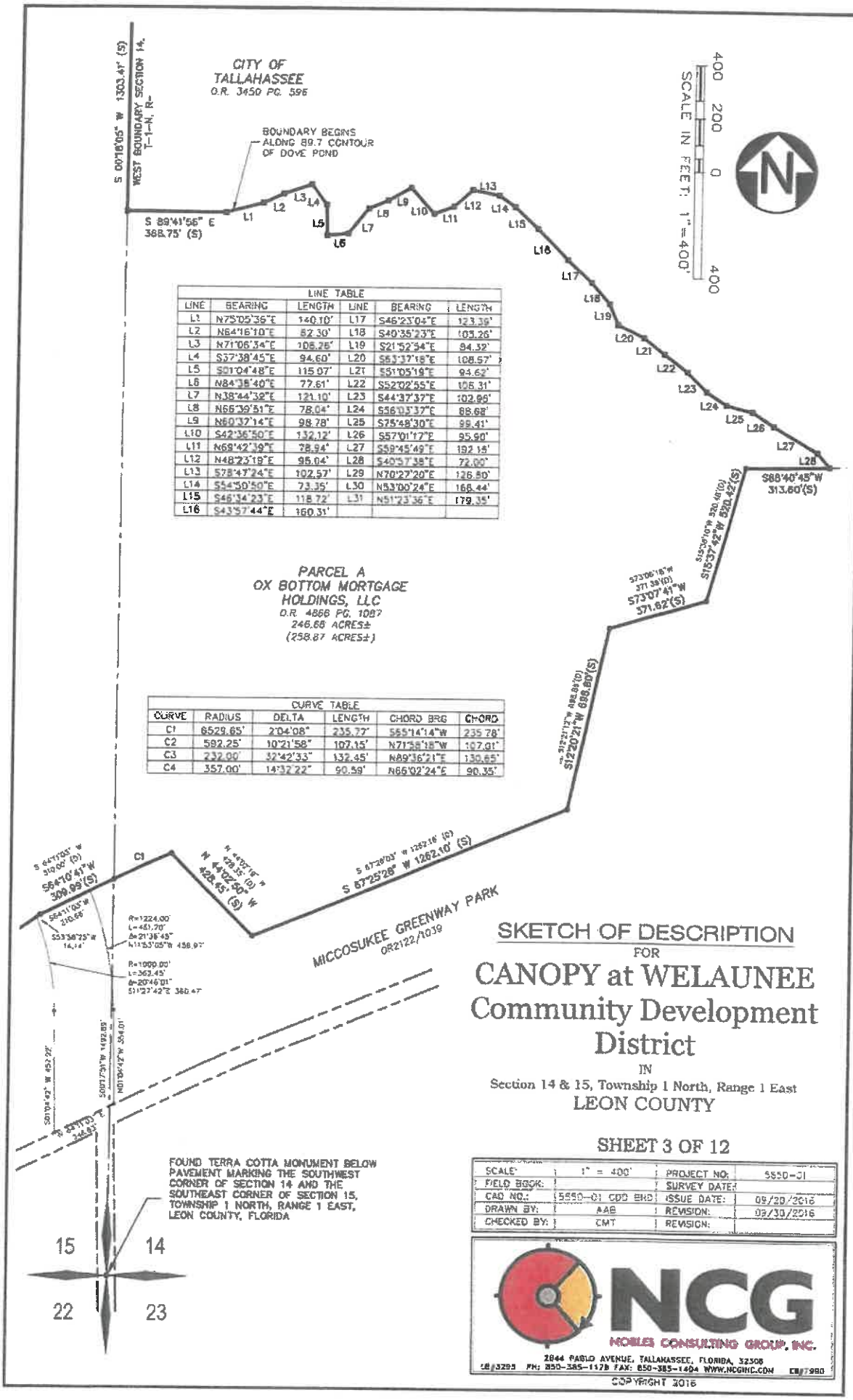

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N75°05'36"E	140.10'	L17	S46°23'04"E	123.39'
L2	N64°16'10"E	82.30'	L18	S49°35'23"E	103.26'
L3	N71°06'34"E	106.25'	L19	S21°52'34"E	94.32'
L4	S37°38'45"E	94.60'	L20	S61°37'18"E	108.57'
L5	S01°04'48"E	115.07'	L21	S51°05'19"E	94.62'
L6	N84°38'40"E	77.61'	L22	S52°02'55"E	105.31'
L7	N38°44'39"E	121.10'	L23	S44°37'37"E	102.96'
L8	N66°39'51"E	78.04'	L24	S56°05'37"E	88.68'
L9	N60°37'14"E	98.78'	L25	S75°48'30"E	99.41'
L10	S42°36'50"E	132.12'	L26	S57°01'17"E	95.90'
L11	N69°42'39"E	78.94'	L27	S58°45'49"E	192.15'
L12	N48°23'18"E	95.04'	L28	S40°57'35"E	72.00'
L13	S78°47'24"E	102.57'	L29	N70°27'20"E	126.80'
L14	S54°50'50"E	73.35'	L30	N53°00'24"E	166.44'
L15	S46°34'23"E	118.72'	L31	N51°23'36"E	179.35'
L16	S43°57'44"E	160.31'			

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BRG	CHORD
C1	6529.65'	2°04'08"	235.77'	S65°14'14"W	235.78'
C2	592.25'	10°21'58"	107.15'	N71°38'18"W	107.01'
C3	232.00'	32°42'33"	132.45'	N89°36'21"E	130.65'
C4	357.00'	14°32'22"	90.59'	N65°02'24"E	90.35'

SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

SHEET 3 OF 12

SCALE:	1" = 400'	PROJECT NO:	5550-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5550-01 CDD BND	ISSUE DATE:	09/20/2016
DRAWN BY:	AAB	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

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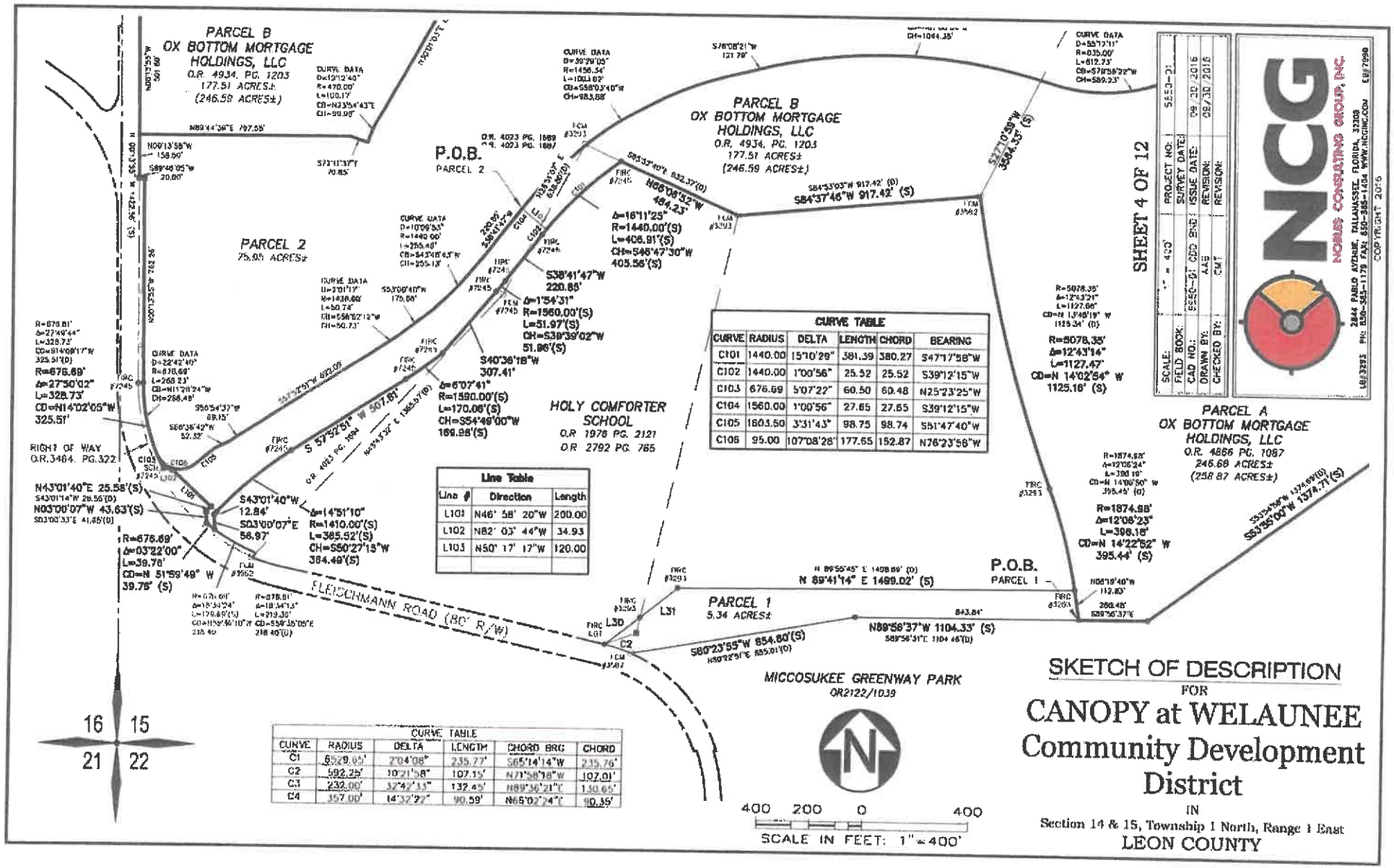
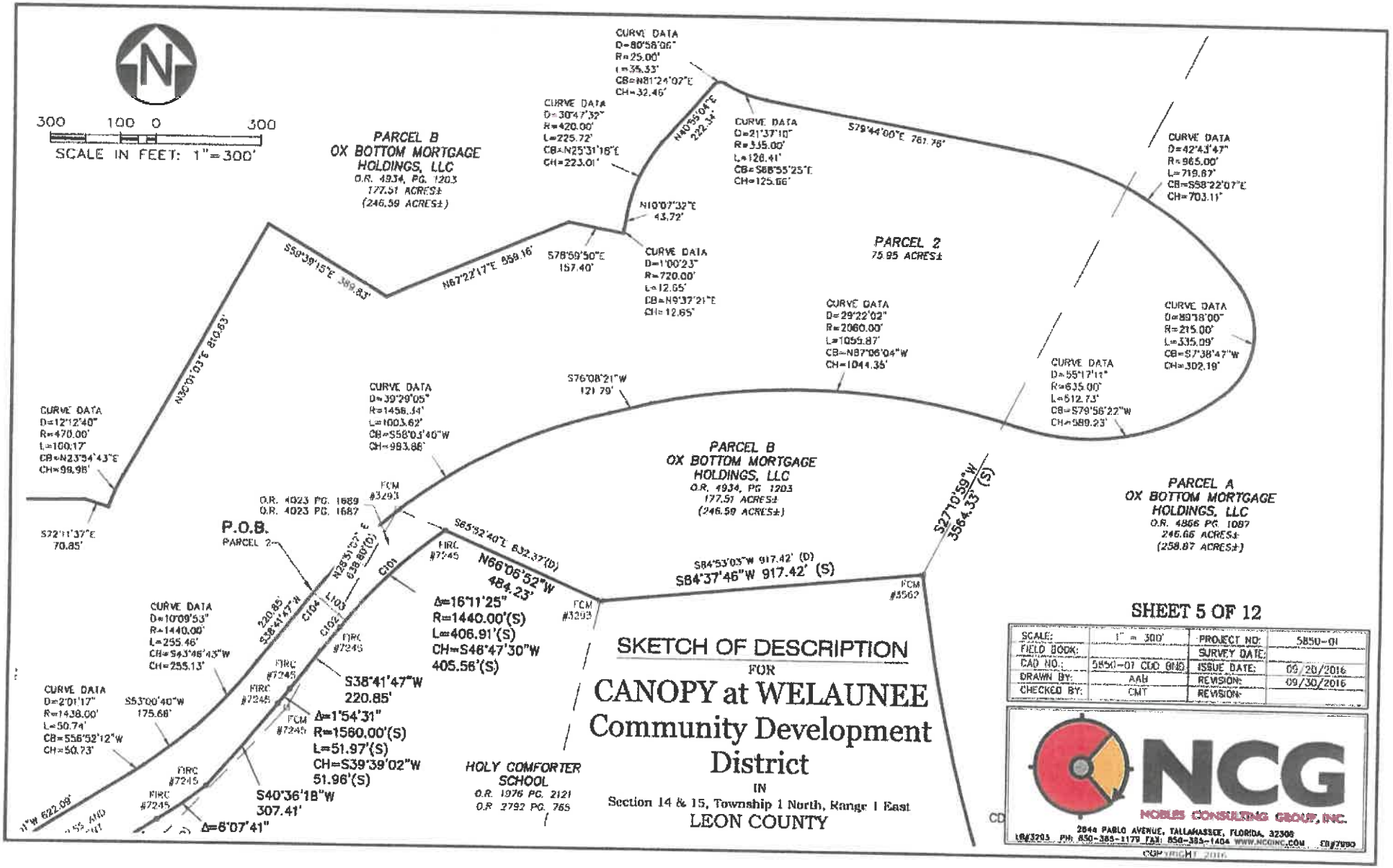


CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C101	1440.00	15°10'28"	381.39	380.27	S47°17'58"W
C102	1440.00	1°00'56"	25.52	25.52	S39°12'15"W
C103	676.69	5°07'22"	60.50	60.48	N25°23'25"W
C104	1560.00	1°00'56"	27.65	27.65	S39°12'15"W
C105	1603.50	3°31'43"	98.75	98.74	S51°47'40"W
C106	95.00	107°08'28"	177.65	152.87	N76°23'58"W

Line Table		
Line #	Direction	Length
L101	N46° 58' 20"W	200.00
L102	N82° 03' 44"W	34.93
L103	N50° 17' 17"W	120.00

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BRG	CHORD
C1	6529.65'	2°04'08"	235.77'	S65°14'14"W	235.76'
C2	592.25'	10°21'58"	107.15'	N71°58'58"W	107.01'
C3	232.00'	32°47'13"	132.45'	N89°36'21"E	130.65'
C4	357.00'	14°32'22"	90.59'	N65°02'24"E	90.35'

SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY



SKETCH OF DESCRIPTION

FOR

CANOPY at WELAUNEE Community Development District

IN

Section 14 & 15, Township 1 North, Range 1 East

LEON COUNTY

SHEET 5 OF 12

SCALE:	1" = 300'	PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD BNDY	ISSUE DATE:	09/28/2016
DRAWN BY:	AAH	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

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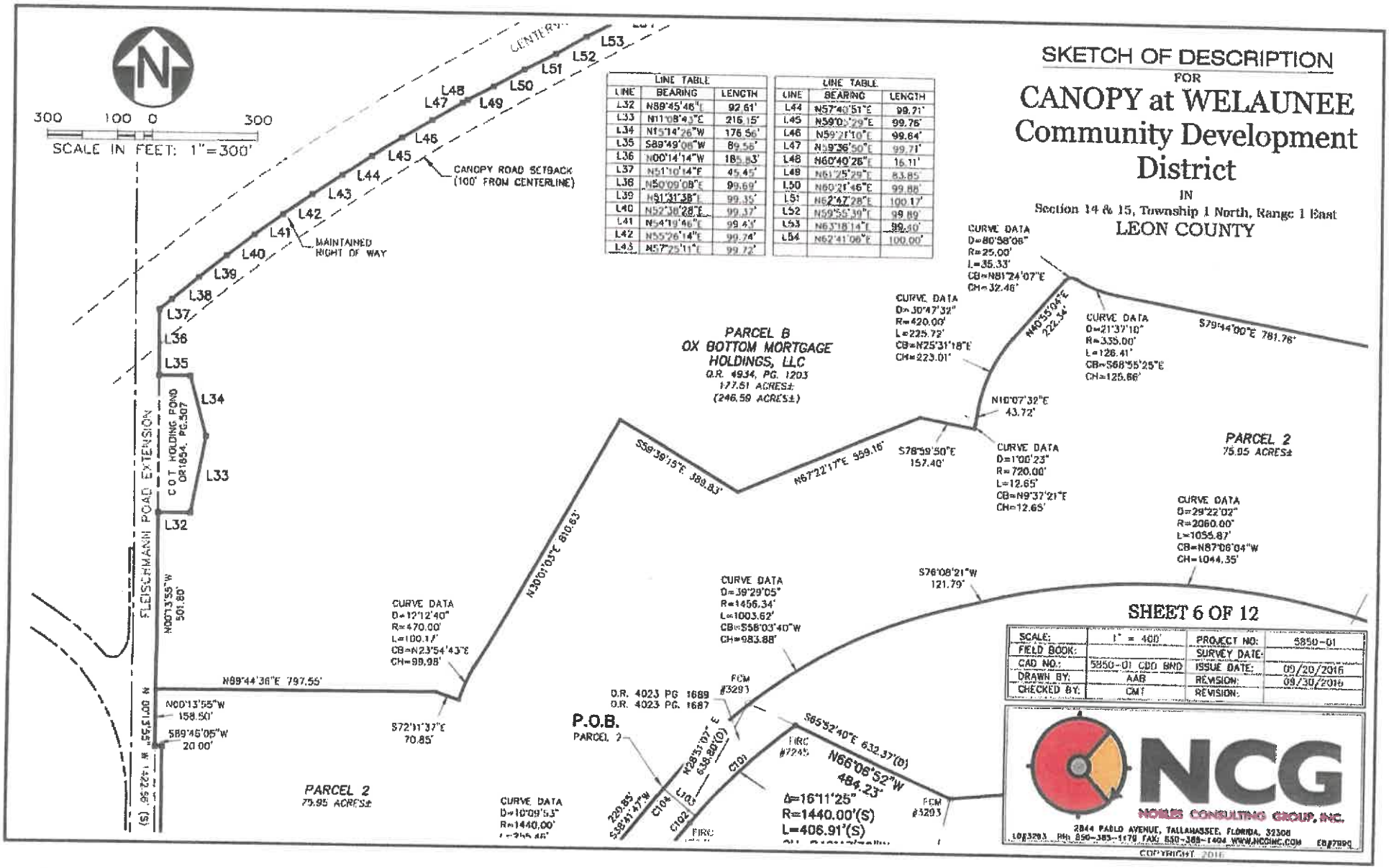

LINE TABLE		
LINE	BEARING	LENGTH
L32	N89°45'46"E	92.61'
L33	N11°08'43"E	216.15'
L34	N15°14'26"W	176.56'
L35	S89°49'08"W	89.56'
L36	N00°14'14"W	185.83'
L37	N51°10'14"E	45.45'
L38	N50°09'08"E	99.69'
L39	N51°31'38"E	99.35'
L40	N52°38'28"E	99.37'
L41	N54°19'46"E	99.43'
L42	N55°26'14"E	99.74'
L43	N57°25'11"E	99.72'

LINE TABLE		
LINE	BEARING	LENGTH
L44	N57°40'51"E	99.71'
L45	N59°05'29"E	99.76'
L46	N59°21'10"E	99.64'
L47	N59°36'50"E	99.71'
L48	N60°40'26"E	16.11'
L49	N61°25'29"E	83.85'
L50	N60°21'46"E	99.88'
L51	N62°47'28"E	100.17'
L52	N59°55'39"E	99.89'
L53	N63°18'14"E	99.80'
L54	N62°41'06"E	100.00'

SCALE:	1" = 400'	PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD BND	ISSUE DATE:	09/20/2016
DRAWN BY:	AAB	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

LEGAL DESCRIPTION

PARCEL "A"
258.87 acres as recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida

A parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows: (Note: SCM denotes "set concrete monument")

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00° 18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a SCM (#7245); thence South 89° 41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75° 05'36" East 140.10 feet to a SCM; thence North 64° 16'10" East 82.30 feet to a SCM (#7245); thence North 71° 06'34" East 108.26 feet to a SCM (#7245); thence South 37° 38'45" East 94.60 feet to a SCM (#7245); thence South 01° 04'48" East 115.07 feet to a SCM (#7245); thence North 84° 38'40" East 77.61 feet to a SCM (#7245); thence North 38° 44'32" East 121.10 feet to a SCM (#7245); thence North 66° 39'5 l" East 78.04 feet to a SCM (#7245); thence North 60° 37'14" East 98.78 feet to a SCM (#7245); thence South 42° 36'50" East 132.12 feet to a SCM (#7245); thence North 69° 42'39" East 78.94 feet to a SCM (#7245); thence North 48° 23'19" East 95.04 feet to a SCM (#7245); thence South 78° 47'24" East 102.57 feet to a SCM (#7245); thence South 54° 50'50" East 73.35 feet to a SCM (#7245); thence South 46° 34'23" East 118.72 feet to a SCM (#7245); thence South 43° 57'44" East 160.31 feet to a SCM (#7245); thence South 46° 23'04" East 123.39 feet to a SCM (#7245); thence South 40° 35'23" East 103.26 feet to a SCM (#7245); thence South 21° 52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51 ° 05'19" East 94.62 feet to a SCM (#7245); thence South 52° 02'55" East 106.31 feet to a SCM (#7245); thence South 44° 37'37" East 102.96 feet to a SCM (#7245); thence South 56° 03'37" East 88.68 feet to a SCM (#7245); thence South 75° 48'30" East 99.41 feet to a SCM (#7245); thence South 57° 01'17" East 95.90 feet to a SCM (#7245); thence South 59° 45'49" East 192.15 feet to a SCM (#7245); thence South 40° 57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88° 40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15° 37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73° 07'41" West 371.62 feet to a 2 1/2" aluminum pipe(# 732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67° 25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44° 02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6,529.65 feet through a central angle of 02° 04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65° 14'14" West 235.76 feet) to a 2 1/2" aluminum pipe(# 732); thence South 64° 10'41" West 309.99 feet to a 2 1/2" aluminum pipe(# 732); thence South 53° 55'00" West 1,374.71 feet to a 2 1/2" aluminum pipe(# 732); thence North 89° 56'37" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80° 23'55" West 854.80 feet to a concrete monument (# 3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10° 21 '58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (# 3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70° 27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (# 7245); thence North 13° 06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (# 3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51° 23'36" East 179.35 feet to a rod and cap (# 3293); thence North 89° 41 '14" East 1,499.02 feet to an iron rod and cap (# 3562) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1,874.98 feet through a central angle of 12° 06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14° 22'52" West 395.44 feet), to a point on a non-tangent curve to the right, thence northerly along said curve with a radius of 5,078.35 feet through a central angle of 12° 43'14" for an arc distance of 1,127.47 feet (the chord of said arc being North 14° 02'54" West 1,125.16 feet) to an iron rod and cap; thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida; thence along said North boundary North 89° 56'06" East, 430.00 feet to the POINT OF BEGINNING.

SCALE:		PROJECT NO:	5550-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5550-01 CDD ENG	ISSUE DATE:	09/20/2018
DRAWN BY:	AAB	REVISION:	09/30/2018
CHECKED BY:	CMT	REVISION:	

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SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

LEGAL DESCRIPTION (Continued)

AND ALSO

PARCEL "B"
246.59 acres more or less as recorded in Official Records Book 4934, Page 1203 of the Public Records of Leon County, Florida

Commence at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 89°56'06" West along the north line of Section 15, Township 1 North, Range 1 East, Leon County, Florida, 430.00 feet to a found iron rod and cap (#7245) marking the Point of Beginning; thence South 27°10'59" West, 3564.33 feet to a found rod and cap (#3562) marking the Northeast corner of the property described in O.R. Book 2792, Page 765; thence South 84°37'46" West 917.42 feet to a concrete monument (#3293) marking the Northwest corner of said property and the Northeast corner of the property described in O. R. Book 1976, Pg. 2121; thence North 66°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Welaunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 38°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 01°54' 31" for an arc length of 51. 97 feet (chord bears South 39°39'02" West 51.96 feet),to a set iron rod and cap (#7245); thence South 40°36'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52' 51" West 507. 81 feet to a set iron rod and cap (#7245); lying on a curve to the left; thence Southwesterly along said curve having a radius of 1410. 00 feet through a central angle of 14°51'10" for an arc length of 365. 52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the Northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76), to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03°00'07" West 43.63 feet to a concrete monument (#7245); thence North 43°01'40" East 25.58 feet to a concrete monument (#7245); thence N 46°58'20" W 200.00 feet to a concrete monument (#7245); thence North 82°03'44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence northwesterly along said right of way boundary curve with a radius of 676.69 feet through a central angle of 27°50'02" for an arc length of 328.73 feet (the chord of said arc being North 14°02'05" West 325.51 feet) to a concrete monument (#7245); thence North 00°13'55" West 762.26 feet to a concrete monument (#7245); thence South 89°46' 05" West 20.00 feet to a concrete monument (#7245); thence North 00°13'55" West 660.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.61 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14' 14" West along said right of way boundary 185. 83 feet to a concrete monument (#7245) on the Southeasterly right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°38'28" East 99.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26' 14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 99.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'26" East 16.11 feet to a concrete monument (#7245); thence North 61°25'29" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 99.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06"

SCALE:		PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD 2ND	ISSUE DATE:	09/26/2018
DRAWN BY:	AAB	REVISION:	09/30/2018
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SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

LEGAL DESCRIPTION (Continued)

PARCEL "B" (Continued)

East 100.00 feet to a concrete monument (#7245); thence North 63°15'29" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.65 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99. 34 feet to a concrete monument (#7245); thence North 65°09'45" East 99.36 feet to a concrete monument (#7245); thence North 67°47'58" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 80. 98 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North 73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 98. 66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10.50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 589 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (#3328) on the Northerly top of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1400, Page 1833; Book 1440, Page 113; and Book 1698, Page 560 of the Public records of Leon County, Florida; thence easterly along said Northerly top of bank of the old abandoned Centerville Road and said property as follows: South 73°58'16" East 174.68 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence easterly along said curve with a radius of 232.00 feet through a central angle of 32°42'33" for an arc distance of 132.45 feet (the chord of said arc being North 89°36'21" East 130.65 feet) to a found iron rod and cap (#3328); thence North 73°23'58" East 46.08 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence northeasterly along said curve with a radius of 357.00 feet through a central angle of 14°32'22" for an arc distance of 90.59 feet (the chord of said arc being North 66°02'24" East 90.35 feet) to a found iron rod and cap (#3328); thence North 58°53'04" East 91.36 feet to a concrete monument (#7245); thence leaving said Northerly top of bank of the old abandoned Centerville Road run North 89°56'06" East along the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, a distance of 61.68 feet to the Point of Beginning.

LESS AND EXCEPT

PARCEL 1

A 5.34 Acre portion of a 258.87 Acre parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida, and being more particularly described as follows: (Note: SCM denotes "set concrete monument")

COMMENCE at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1303.41 feet to a SCM (#7245); thence South 89°41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a SCM; thence North 64°16'10" East 82.30 feet to a SCM (#7245); thence North 71°06'34" East 108.26 feet to a SCM (#7245); thence South 37°38'45" East 94.60 feet to a SCM (#7245); thence South 01°04'48" East 115.07 feet to a SCM (#7245); thence North 84°38'40" East 77.61 feet to a SCM (#7245); thence North 38°44'32" East 121.10 feet to a SCM (#7245); thence North 66°39'5 I" East 78.04 feet to

SCALE:		PROJECT NO:	5858-01
FIELD BOOK:		SURVEY DATE:	
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SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE
Community Development
District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

LEGAL DESCRIPTION (Continued)

PARCEL 1
(Continued)

a SCM (#7245); thence North 60°37'14" East 98.78 feet to a SCM (#7245); thence South 42°36'50" East 132.12 feet to a SCM (#7245); thence North 69°42'39" East 78.94 feet to a SCM (#7245); thence North 48°23'19" East 95.04 feet to a SCM (#7245); thence South 78°47'24" East 102.57 feet to a SCM (#7245); thence South 54°50'50" East 73.35 feet to a SCM (#7245); thence South 46° 34'23" East 118.72 feet to a SCM (#7245); thence South 43°57'44" East 160.31 feet to a SCM (#7245); thence South 46°23'04" East 123.39 feet to a SCM (#7245); thence South 40°35'23" East 103.26 feet to a SCM (#7245); thence South 21°52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51°05'19" East 94.62 feet to a SCM (#7245); thence South 52°02'55" East 106.31 feet to a SCM (#7245); thence South 44°37'37" East 102.96 feet to a SCM (#7245); thence South 56°03'37" East 88.68 feet to a SCM (#7245); thence South 75°48'30" East 99.41 feet to a SCM (#7245); thence South 57°01'17" East 95.90 feet to a SCM (#7245); thence South 59°45'49" East 192.15 feet to a SCM (#7245); thence South 40°57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (#732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (#732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe(#732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (#732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (#732); thence North 44°02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 1/2" aluminum pipe(#732); thence South 64°10'41" West 309.99 feet to a 2 1/2" aluminum pipe(#732); thence South 53°55'00" West 1374.71 feet to a 2 1/2" aluminum pipe(#732); thence North 89°56'37" West 260.48 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue North 89°56'37" West 843.84 feet to a 2 1/2" aluminum pipe (#732); thence South 80°23'55" West 854.80 feet to a concrete monument (#3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10°21 '58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (#3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70°27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (#7245); thence North 13°06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (#3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51°23'36" East 179.35 feet to a rod and cap (#3293); thence North 89°41'14" East 1499.02 feet to an iron rod and cap (#3562), thence run South 08 degrees 19 minutes 40 seconds East 112.83 feet to the POINT OF BEGINNING. The above described parcel contains 5.34 acres more or less.

LESS AND EXCEPT

PARCEL 2

A 75.95 Acre Parcel located in Section 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

COMMENCE at a found old axle marking the Northeast Corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 56 minutes 06 seconds West along the north boundary of said Section 15 for a distance of 430.00 feet; thence departing said north boundary run South 27 degrees 10 minutes 59 seconds West for a distance of 3564.33 feet to a point marking the northeast corner of a parcel as recorded in Official Records Book 1976, Page 2121 and Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence run along the northerly boundary of said parcel the following courses: South 84 degrees 37 minutes 46 seconds West for a distance of 917.42 feet; thence run North 66 degrees 06 minutes 52 seconds West for a distance of 484.23 feet to a point on a non-tangent curve to the left; thence departing said northerly boundary run along said

SCALE:		PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD BND	ISSUE DATE:	08/20/2018
DRAWN BY:	AAB	REVISION:	09/30/2018
CHECKED BY:	CMT	REVISION:	

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SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE
Community Development
District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

LEGAL DESCRIPTION (Continued)

PARCEL 2
(Continued)

curve with a central angle of 15 degrees 10 minutes 29 seconds and a radius of 1440.00 feet for an arc distance of 381.39 feet (chord of said curve bears South 47 degrees 17 minutes 58 seconds West 380.27 feet); thence departing said curve run North 50 degrees 17 minutes 17 seconds West for a distance of 120.00 feet to a point on a non-tangent curve concave southeasterly and the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run southwesterly along said curve with a radius of 1560.00 feet through a central angle of 01 degrees 00 minutes 56 seconds for an arc distance of 27.65 feet (chord of 27.65 feet bears South 39 degrees 12 minutes 15 seconds West).thence run South 38 degrees 41 minutes 47 seconds West for a distance of 220.85 feet to a point of curve to the right; thence run southwesterly along said curve with a radius of 1440.00 feet through a central angle of 10 degrees 09 minutes 53 seconds for an arc length of 255.46 feet (chord of 255.13 feet bears South 43 degrees 46 minutes 43 seconds West); thence run South 53 degrees 00 minutes 40 seconds East for a distance of 175.66 feet to a point on a non-tangent curve concave northwesterly; thence run South 57 degrees 52 minutes 51 seconds West for a distance of 622.09 feet; thence run South 56 degrees 54 minutes 37 seconds West for a distance of 69.15 feet; thence run South 66 degrees 36 minutes 42 seconds West for a distance of 52.32 feet to a point on a non-tangent curve to the left; thence run along said curve with a central angle of 03 degrees 31 minutes 43 seconds and a radius of 1603.50 feet for an arc distance of 98.75 feet (chord of said curve bears South 51 degrees 47 minutes 40 seconds West) to a point on a reverse curve to the right; thence run along said curve with a central angle of 107 degrees 08 minutes 28 seconds and a radius of 95.00 feet for an arc distance of 177.65 feet (chord of said curve bears South 76 degrees 23 minutes 58 seconds East 152.87 feet) to a point on a compound curve to the right; thence run northwesterly along said curve with a central angle of 22 degrees 42 minutes 40 seconds and a radius of 676.69 feet for an arc distance of 268.23 feet (chord of said curve bears North 11 degrees 28 minutes 24 seconds West 266.48 feet); thence departing said curve run North 00 degrees 13 minutes 55 seconds West for a distance of 762.26 feet; thence run South 89 degrees 46 minutes 05 seconds West for a distance of 20.00 feet; thence run North 00 degrees 13 minutes 55 seconds West for a distance of 158.50 feet; thence leaving the easterly right of way boundary of said Fleishman Road run North 89 degrees 44 minutes 36 seconds East for a distance of 797.55 feet; thence run South 72 degrees 11 minutes 37 seconds East for a distance of 70.85 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 470.00 feet through a central angle of 12 degrees 12 minutes 40 seconds for an arc distance of 100.17 feet (chord of 99.98 feet bears North 23 degrees 54 minutes 43 seconds East); thence run North 30 degrees 01 minutes 03 seconds East for a distance of 810.63 feet; thence run South 59 degrees 39 minutes 15 seconds East for a distance of 389.83 feet; thence run North 67 degrees 22 minutes 17 seconds East for a distance of 559.16 feet; thence run South 78 degrees 59 minutes 50 seconds East for a distance of 157.40 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 720.00 feet through a central angle of 01 degrees 00 minutes 23 seconds for an arc distance of 12.65 feet (chord of 12.65 feet bears North 09 degrees 37 minutes 21 seconds East); thence run North 10 degrees 07 minutes 32 seconds East for a distance of 43.72 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 420.00 feet through a central angle of 30 degrees 47 minutes 32 seconds for an arc distance of 225.72 feet (chord of 223.01 feet bears North 25 degrees 31 minutes 18 seconds East); thence run North 40 degrees 55 minutes 04 seconds East for a distance of 222.34 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 25.00 feet through a central angle of 80 degrees 58 minutes 06 seconds for an arc distance of 35.33 feet (chord of 32.46 feet bears North 81 degrees 24 minutes 07 seconds East) to a point of reverse curve to the left; thence run southeasterly along said curve with a radius of 335.00 feet through a central angle of 21 degrees 37 minutes 10 seconds for an arc distance of 126.41 feet (chord of 125.66 feet bears South 68 degrees 55 minutes 25 seconds East); thence run South 79 degrees 44 minutes 00 seconds East for a distance of 761.76 feet to point of curve to the right; thence run southeasterly along said curve with a radius of 965.00 feet through a central angle of 42 degrees 43 minutes 47 seconds for an arc distance of 719.67 feet (chord of 703.11 feet bears South 58 degrees 22 minutes 07 seconds East) to a point of compound curve to the right; thence run southwesterly along said curve with a radius of 215.00 feet through a central angle of 89 degrees 18 minutes 00 seconds for an arc distance of 335.09 feet (chord of 302.19 feet bears South 07 degrees 38 minutes 47 seconds West) to a point of compound curve to the right;

SCALE:		PROJECT NO:	5850-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	5850-01 CDD BND	ISSUE DATE:	09/20/2016
DRAWN BY:	AAE	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

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SKETCH OF DESCRIPTION
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CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

LEGAL DESCRIPTION (Continued)

PARCEL 2
(Continued)

thence run southwesterly along said curve with a radius of 635.00 feet through a central angle of 55 degrees 17 minutes 11 seconds for an arc distance of 612.73 feet (chord of 589.23 feet bears South 79 degrees 56 minutes 22 seconds West) to a point of reverse curve to the left; thence run northwesterly along said curve with a radius of 2060.00 feet through a central angle of 29 degrees 22 minutes 02 seconds for an arc distance of 1055.87 feet (chord of 1044.35 feet bears North 87 degrees 06 minutes 04 seconds West); thence run South 76 degrees 08 minutes 21 seconds West for a distance of 121.79 feet to a point on a non-tangent curve concave southeasterly; thence run southwesterly along said curve with a radius of 1456.34 feet through a central angle of 39 degrees 29 minutes 05 seconds for an arc distance of 1003.62 feet (chord of 983.88 feet bears South 58 degrees 03 minutes 40 seconds West) to the POINT OF BEGINNING. The above described parcel contains 75.95 acres, more or less.

The above described parcel contain an aggregate of 424.17 acres more or less.

SCALE:		PROJECT NO.:	3650-01
FIELD BOOK:		SURVEY DATE:	
CAD NO.:	3650-01 CDD END	ISSUE DATE:	09/30/2016
DRAWN BY:	AAB	REVISION:	09/30/2016
CHECKED BY:	CMT	REVISION:	

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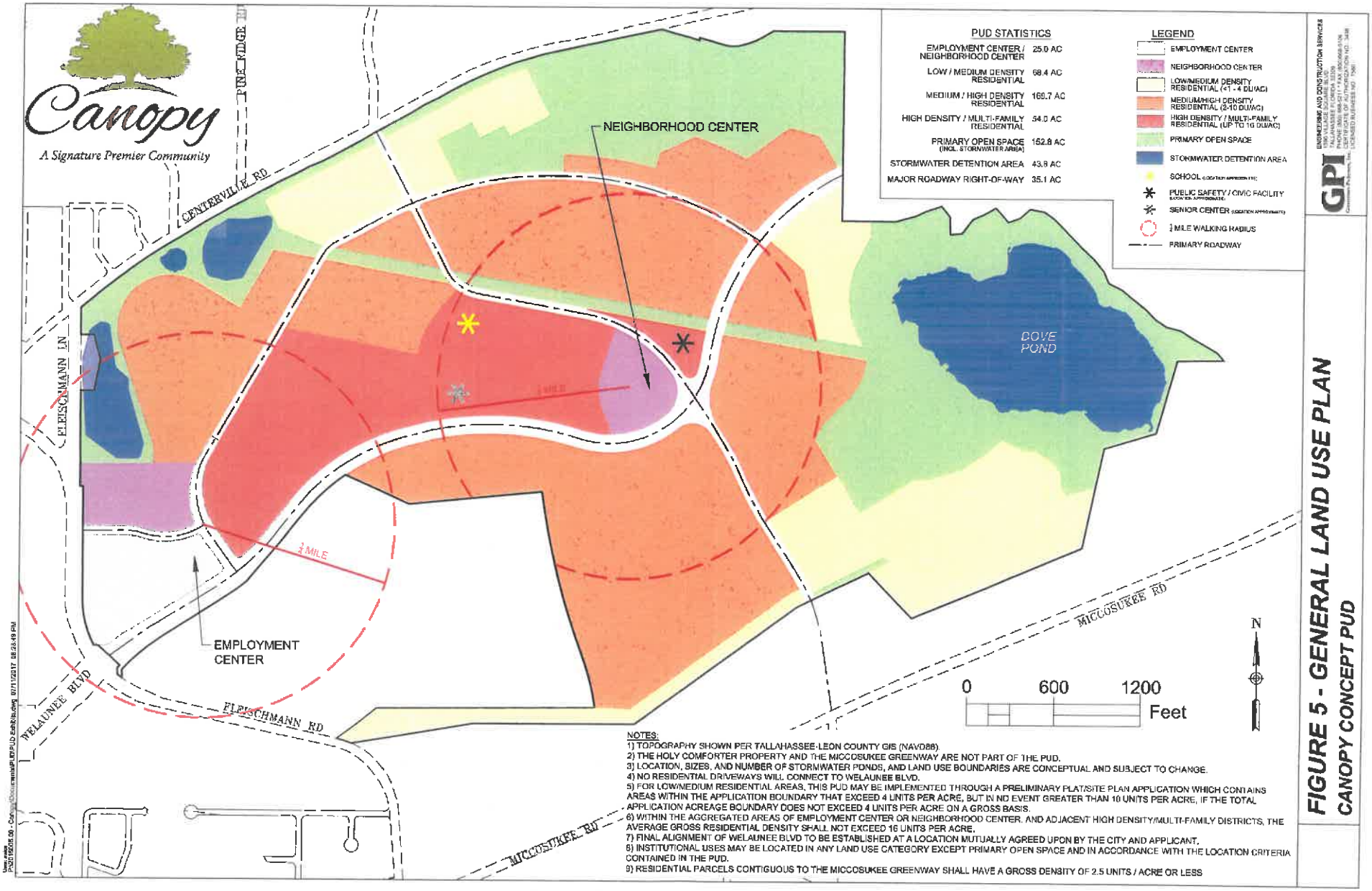
SKETCH OF DESCRIPTION
FOR
CANOPY at WELAUNEE Community Development District
IN
Section 14 & 15, Township 1 North, Range 1 East
LEON COUNTY

APPENDIX B – Land Use Map and Concept Plan



NOTES:
1) TOPOGRAPHY SHOWN PER TALLAHASSEE-LEON COUNTY GIS (NAVD88).
2) THE HOLY COMFORTER PROPERTY AND THE MICCOSUKEE GREENWAY ARE NOT PART OF THE PUD.
3) LOCATION, SIZES, AND NUMBER OF STORMWATER PONDS, AND LAND USE BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE.
4) NO RESIDENTIAL DRIVEWAYS WILL CONNECT TO WELAUNEE BLVD.
5) FOR LOW/MEDIUM RESIDENTIAL AREAS, THIS PUD MAY BE IMPLEMENTED THROUGH A PRELIMINARY PLAT/SITE PLAN APPLICATION WHICH CONTAINS AREAS WITHIN THE APPLICATION BOUNDARY THAT EXCEED 4 UNITS PER ACRE, BUT IN NO EVENT GREATER THAN 10 UNITS PER ACRE, IF THE TOTAL APPLICATION ACREAGE BOUNDARY DOES NOT EXCEED 4 UNITS PER ACRE ON A GROSS BASIS.
6) WITHIN THE AGGREGATED AREAS OF EMPLOYMENT CENTER OR NEIGHBORHOOD CENTER, AND ADJACENT HIGH DENSITY/MULTI-FAMILY DISTRICTS, THE AVERAGE GROSS RESIDENTIAL DENSITY SHALL NOT EXCEED 16 UNITS PER ACRE.
7) FINAL ALIGNMENT OF WELAUNEE BLVD TO BE ESTABLISHED AT A LOCATION MUTUALLY AGREED UPON BY THE CITY AND APPLICANT.
8) INSTITUTIONAL USES MAY BE LOCATED IN ANY LAND USE CATEGORY EXCEPT PRIMARY OPEN SPACE AND IN ACCORDANCE WITH THE LOCATION CRITERIA CONTAINED IN THE PUD.
9) RESIDENTIAL PARCELS CONTIGUOUS TO THE MICCOSUKEE GREENWAY SHALL HAVE A GROSS DENSITY OF 2.5 UNITS / ACRE OR LESS

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CERTIFICATE OF AUTHORIZATION NO. 3466
LICENSED BUSINESS NO. 7961

FIGURE 5 - GENERAL LAND USE PLAN
CANOPY CONCEPT PUD

User: ewood
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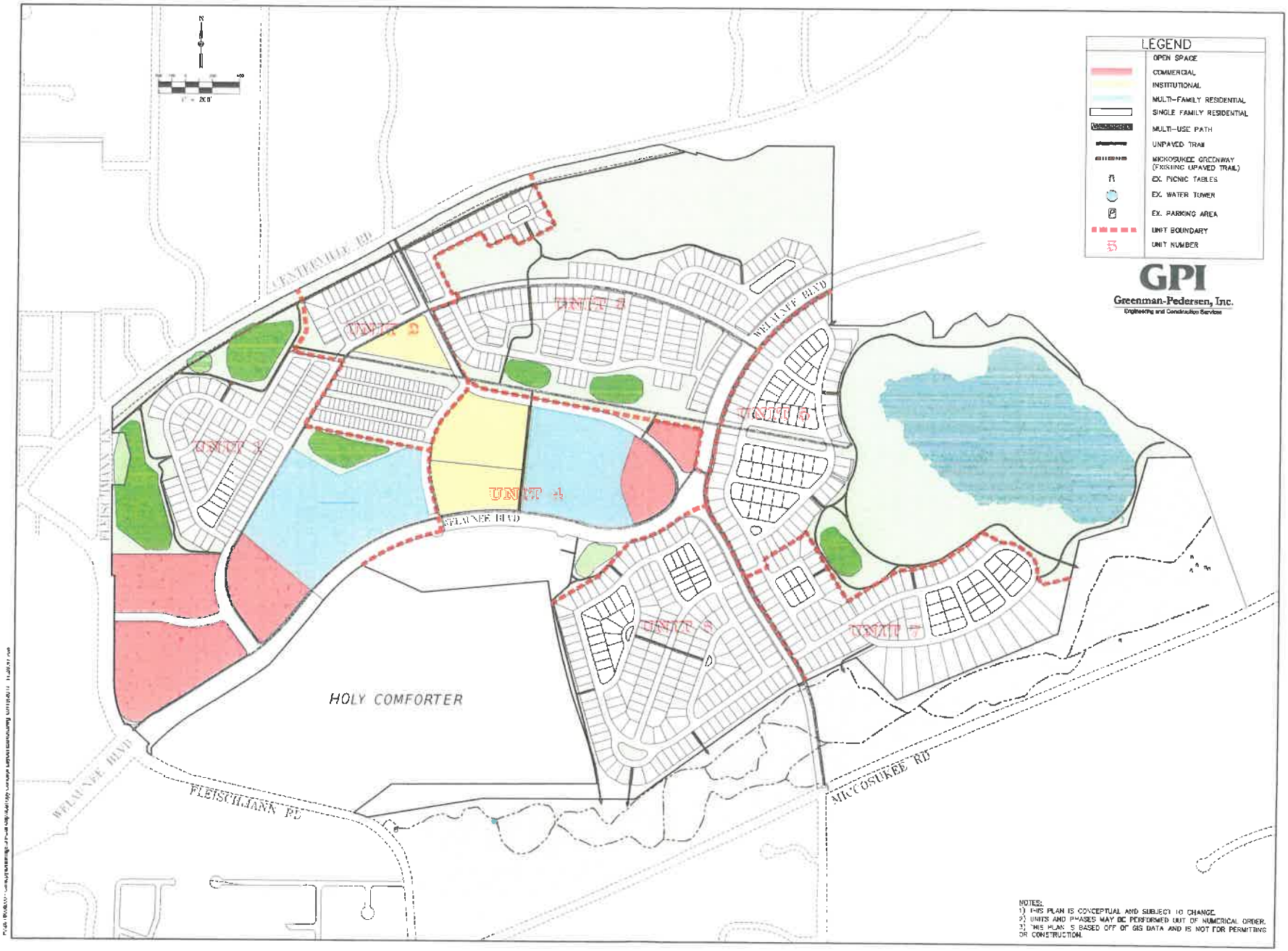
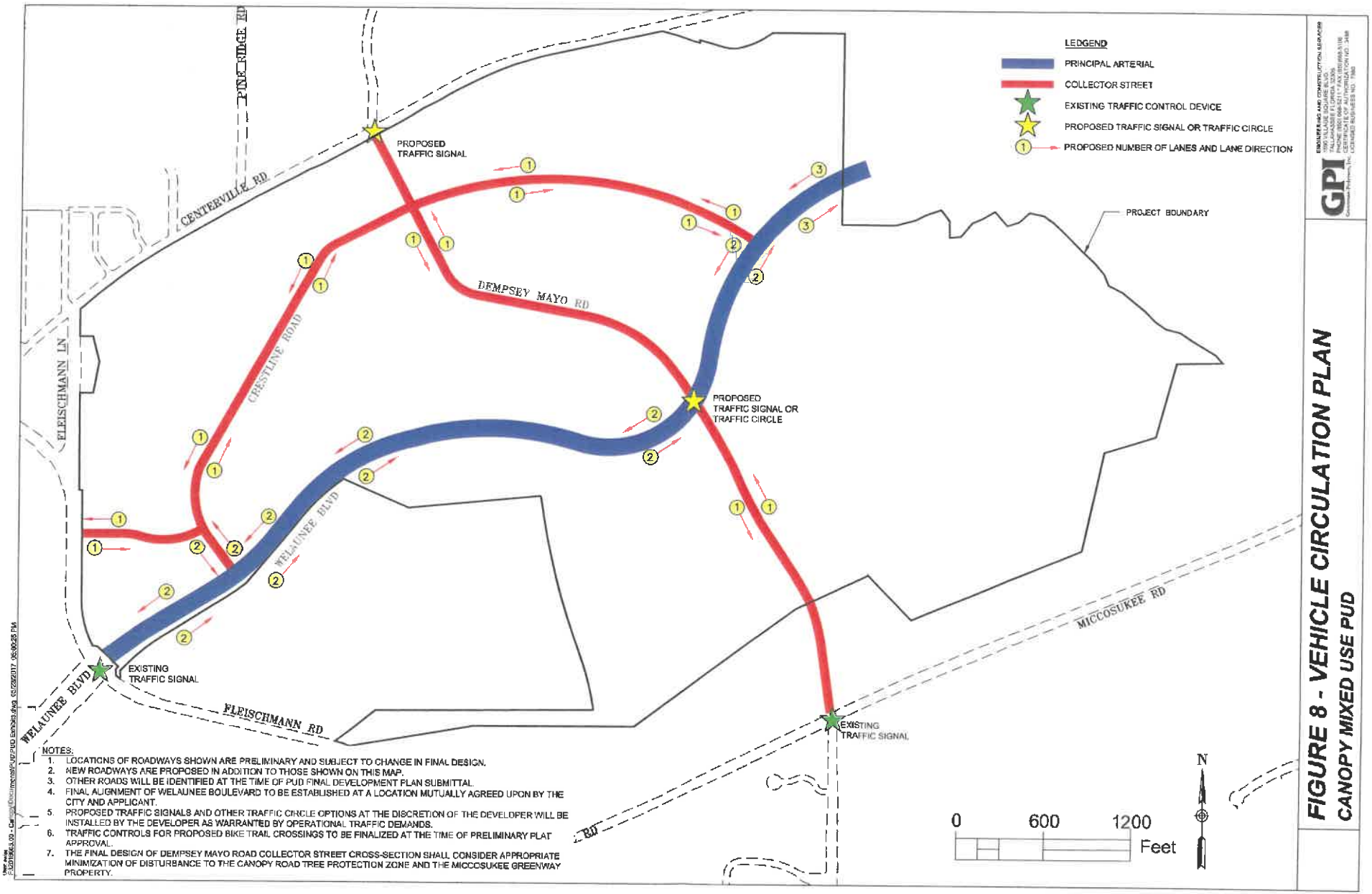

LEGEND
OPEN SPACE
COMMERCIAL
INSTITUTIONAL
MULTI-FAMILY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL
MULTI-USE PATH
UNPAVED TRAIL
MICCOSUKEE GREENWAY (EXISTING UPAVED TRAIL)
EX. PICNIC TABLES
EX. WATER TOWER
EX. PARKING AREA
UNIT BOUNDARY
UNIT NUMBER
GPI
Greenman-Pedersen, Inc.
Engineering and Construction Services
CENTERVILLE RD
WELLNESS BLVD
FLEISCHMANN PL
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
HOLY COMFORTER
MICCOSUKEE RD
NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) UNITS AND PHASES MAY BE PERFORMED OUT OF NUMERICAL ORDER.
3) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

APPENDIX C – Vehicular Circulation Plan



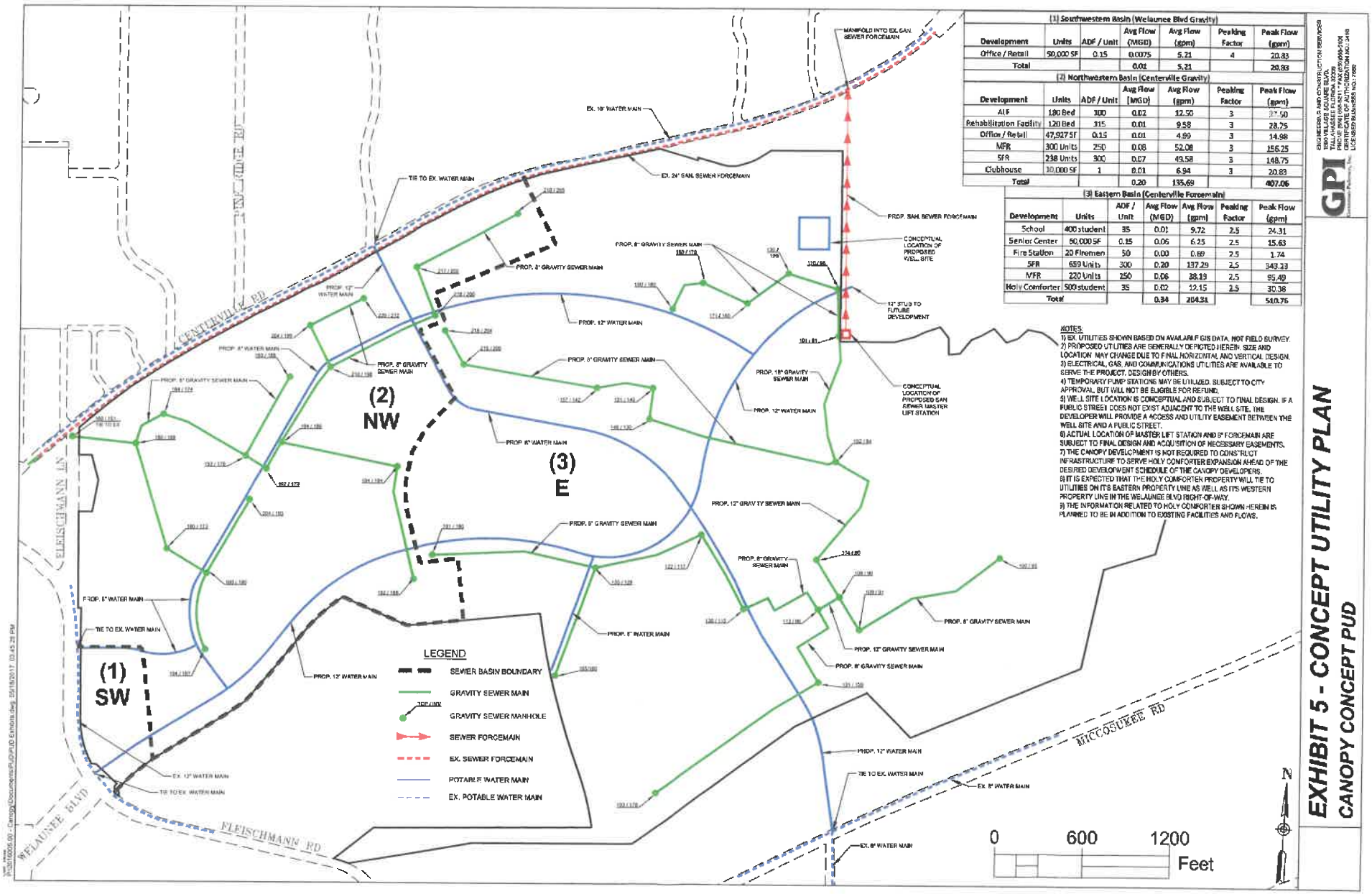
NOTES:

1. LOCATIONS OF ROADWAYS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE IN FINAL DESIGN.
2. NEW ROADWAYS ARE PROPOSED IN ADDITION TO THOSE SHOWN ON THIS MAP.
3. OTHER ROADS WILL BE IDENTIFIED AT THE TIME OF PUD FINAL DEVELOPMENT PLAN SUBMITTAL.
4. FINAL ALIGNMENT OF WELAUNEE BOULEVARD TO BE ESTABLISHED AT A LOCATION MUTUALLY AGREED UPON BY THE CITY AND APPLICANT.
5. PROPOSED TRAFFIC SIGNALS AND OTHER TRAFFIC CIRCLE OPTIONS AT THE DISCRETION OF THE DEVELOPER WILL BE INSTALLED BY THE DEVELOPER AS WARRANTED BY OPERATIONAL TRAFFIC DEMANDS.
6. TRAFFIC CONTROLS FOR PROPOSED BIKE TRAIL CROSSINGS TO BE FINALIZED AT THE TIME OF PRELIMINARY PLAT APPROVAL.
7. THE FINAL DESIGN OF DEMPSEY MAYO ROAD COLLECTOR STREET CROSS-SECTION SHALL CONSIDER APPROPRIATE MINIMIZATION OF DISTURBANCE TO THE CANOPY ROAD TREE PROTECTION ZONE AND THE MICCOSUKEE GREENWAY PROPERTY.

FIGURE 8 - VEHICLE CIRCULATION PLAN

CANOPY MIXED USE PUD

APPENDIX D – Concept Utility Plan



(1) Southwestern Basin (Welaunee Blvd Gravity)

Development	Units	ADF / Unit	Avg Flow (MGD)	Avg Flow (gpm)	Peaking Factor	Peak Flow (gpm)
Office / Retail	50,000 SF	0.15	0.0075	5.21	4	20.83
Total			0.01	5.21		20.83

(2) Northwestern Basin (Centerville Gravity)

Development	Units	ADF / Unit	Avg Flow (MGD)	Avg Flow (gpm)	Peaking Factor	Peak Flow (gpm)
ALF	180 Bed	300	0.02	12.50	3	37.50
Rehabilitation Facility	120 Bed	315	0.01	9.58	3	28.75
Office / Retail	47,927 SF	0.15	0.01	4.99	3	14.98
MFR	300 Units	250	0.08	52.08	3	156.25
SFR	238 Units	300	0.07	49.58	3	148.75
Clubhouse	10,000 SF	1	0.01	6.94	3	20.83
Total			0.20	135.69		407.06

(3) Eastern Basin (Centerville Forcemain)

Development	Units	ADF / Unit	Avg Flow (MGD)	Avg Flow (gpm)	Peaking Factor	Peak Flow (gpm)
School	400 student	35	0.01	9.72	2.5	24.31
Senior Center	50,000 SF	0.15	0.06	6.25	2.5	15.63
Fire Station	20 Firemen	50	0.00	0.69	2.5	1.74
SFR	659 Units	300	0.20	137.29	2.5	343.23
MFR	220 Units	250	0.06	38.19	2.5	95.49
Holy Comforter	500 student	35	0.02	12.15	2.5	30.38
Total			0.34	204.31		510.76

NOTES:
1) EX. UTILITIES SHOWN BASED ON AVAILABLE GIS DATA, NOT FIELD SURVEY.
2) PROPOSED UTILITIES ARE GENERALLY DEPICTED HEREIN. SIZE AND LOCATION MAY CHANGE DUE TO FINAL HORIZONTAL AND VERTICAL DESIGN.
3) ELECTRICAL, GAS, AND COMMUNICATIONS UTILITIES ARE AVAILABLE TO SERVE THE PROJECT, DESIGNED BY OTHERS.
4) TEMPORARY PUMP STATIONS MAY BE UTILIZED, SUBJECT TO CITY APPROVAL, BUT WILL NOT BE ELIGIBLE FOR REFUND.
5) WELL SITE LOCATION IS CONCEPTUAL AND SUBJECT TO FINAL DESIGN. IF A PUBLIC STREET DOES NOT EXIST ADJACENT TO THE WELL SITE, THE DEVELOPER WILL PROVIDE A ACCESS AND UTILITY EASEMENT BETWEEN THE WELL SITE AND A PUBLIC STREET.
6) ACTUAL LOCATION OF MASTER LIFT STATION AND 8" FORCEMAIN ARE SUBJECT TO FINAL DESIGN AND ACQUISITION OF NECESSARY EASEMENTS.
7) THE CANOPY DEVELOPMENT IS NOT REQUIRED TO CONSTRUCT INFRASTRUCTURE TO SERVE HOLY COMFORTER EXPANSION AHEAD OF THE DESIRED DEVELOPMENT SCHEDULE OF THE CANOPY DEVELOPERS.
8) IT IS EXPECTED THAT THE HOLY COMFORTER PROPERTY WILL TIE TO UTILITIES ON ITS EASTERN PROPERTY LINE AS WELL AS ITS WESTERN PROPERTY LINE IN THE WELAUNEE BLVD RIGHT-OF-WAY.
9) THE INFORMATION RELATED TO HOLY COMFORTER SHOWN HEREIN IS PLANNED TO BE IN ADDITION TO EXISTING FACILITIES AND FLOWS.

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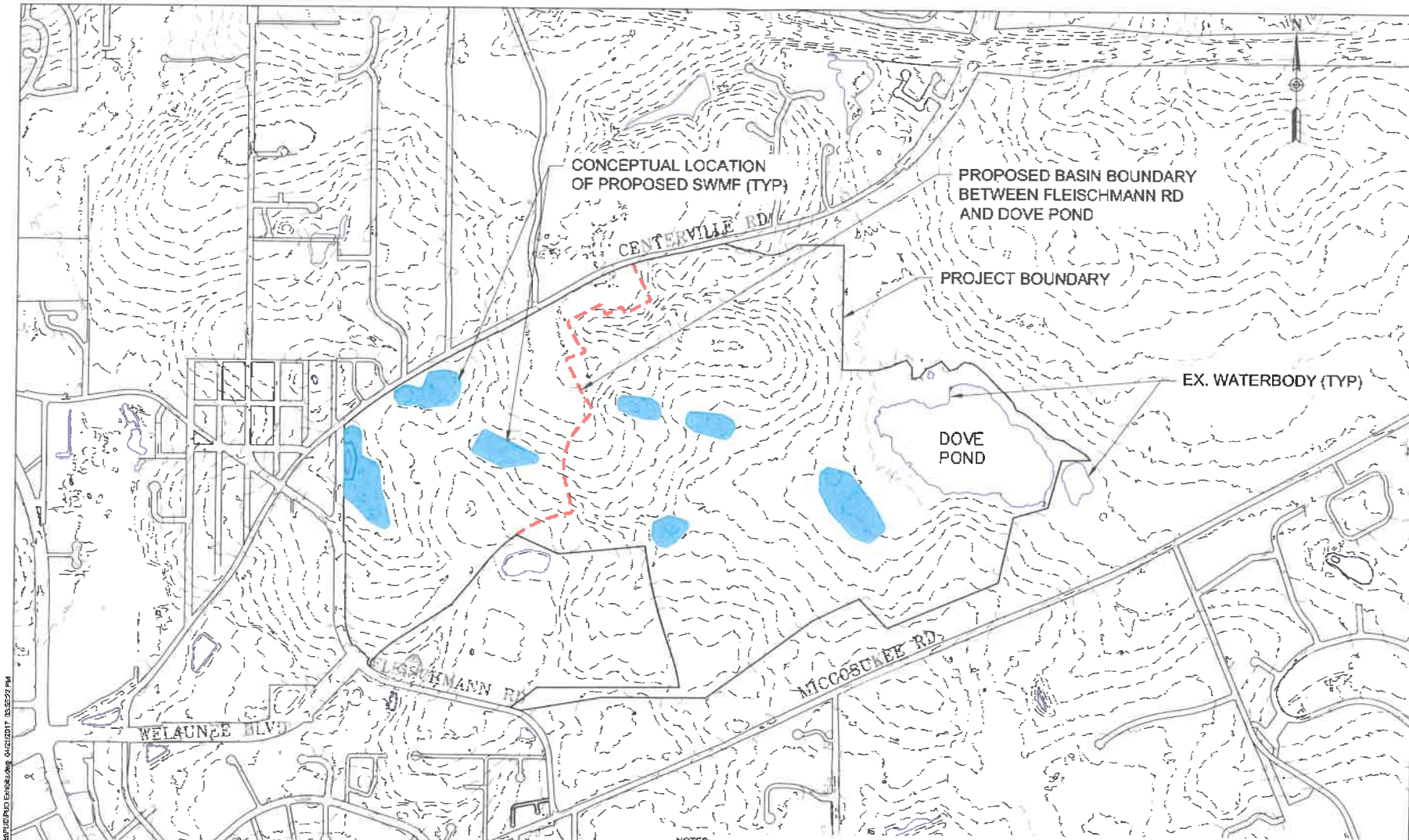
CERTIFICATE OF AUTHORIZATION NO. 3498
LICENSED BUSINESS NO. 7992

EXHIBIT 5 - CONCEPT UTILITY PLAN

CANOPY CONCEPT PUD

APPENDIX E – Concept Stormwater Plan



NOTES:
1) TOPOGRAPHY SHOWN PER TALLAHASSEE-LEON COUNTY GIS (NAVD88).
2) LOCATIONS OF ON-SITE DRAINAGE BASIN BOUNDARIES SHOWN SUBJECT TO CHANGE BASED ON FINAL DESIGN.
3) INTERBASIN TRANSFERS ARE ANTICIPATED, ONLY WHEN REMOVING AREA FROM THE DOVE POND DRAINAGE BASIN, AND SHALL BE IN ACCORDANCE WITH SECTION 5-86(a) AND POLICY 13.1.5(4) OF THE CAP.
4) WATER QUALITY TREATMENT WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5-86(c) AND FAC 62-330 (OR APPLICABLE RULE AT TIME OF DEVELOPMENT).
5) VOLUME CONTROL WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5-86(c) AND FAC 62-330 (OR APPLICABLE RULE AT TIME OF DEVELOPMENT).
6) NUMBER, LOCATION, AND SIZE OF CONCEPTUAL SWMF's SHOWN ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN.
7) WHERE DRAINAGE CONVEYANCES ARE NEEDED OUTSIDE OF PUBLIC ROADWAY CORRIDORS, EASEMENTS OR RIGHT-OF-WAY SHALL BE PROVIDED TO THE BENEFIT OF THE CITY OR CDD.

FIGURE 6 - CONCEPT STORMWATER PLAN
CANOPY CONCEPT PUD

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CERTIFICATE OF AUTHORIZATION NO.: 3498
LICENSED BUSINESS NO.: 7000

SUPPLEMENTAL ENGINEER'S REPORT

for

SERIES 2018A BONDS

FOR

CANOPY COMMUNITY DEVELOPMENT DISTRICT

October 2018

CANOPY

A Community with Deep Roots

Prepared By:

GPI

Greenman-Pedersen, Inc.

1590 Village Square Blvd

Tallahassee, FL 32309

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I. Introduction
II. Purpose and Scope of Improvements
III. Status of Construction
IV. Cost Estimate Tables and Basis for Cost Opinion
V. Series 2018A Projects
VI. Engineer's Conclusion and Certification
Appendix 1

EXHIBITS

#1 – Location Map / Conceptual Master Plan

#2 – Assessment Area Lot Breakdown

#3 – CDD Boundary

#4 – Master Phasing Plan

I. INTRODUCTION

Description of the Canopy Master Planned Development (the "Development")

The subject project, known as "Canopy", is located at the southwestern tip of the Welaunee Plantation within the City of Tallahassee ("City"), Leon County, FL. The Development is bordered to the west by Fleischmann Road and Fleischmann Lane, to the North by Centerville Road, to the South by the Miccosukee Greenway, and to the east by property owned by the City. The total acreage of the Development is 505.7 acres and consists of two parcels (11-14-20-405-0000 and 11-15-20-405-0000) located within Sections 14 and 15, Township 01 North, and Range 01 East. Refer to Exhibit 1 for a general location map.

The Development lies within the Canopy Planned Unit Development (PUD) and includes single family residential lots, commercial lots, and multi-family residential lots. The primary landowner and developer of the lands within Canopy is Ox Bottom Mortgage Holdings, LLC ("Master Developer"). Please see Exhibit 1 for a Conceptual Plan of the Canopy PUD. The planned Development uses are as follows:

Residential Uses

The approved development program for Canopy provides for 1,417 dwelling units, including 520 multi-family residential units. The developer plans to pursue a PUD amendment for the additional single family dwelling units, bringing the total to at least 1,001 single family units within the District.

Employment Center and Neighborhood Center Non-Residential Uses

A total of 97,927 gross square feet (gsf) of office and 65,000 gsf of retail uses are approved for the Employment Center and Neighborhood Center non-residential uses. The allowable range of retail uses within the Employment and Neighborhood Center is established at 15% to 50% with the allowable range of office uses established at 50% to 85%.

Institutional Uses

Institutional Uses are allowed in all Land Use Districts, of which 100,000 gsf are allocated to an elementary school; 15,000 gsf are allocated to a fire station (or other public safety/civic facility); 60,000 gsf are allocated to a senior citizens' activity center; and the remaining 160,000 gsf are allocated for use throughout the Development for Institutional Uses as defined below. In addition to the above, a 180 bed assisted living facility, a 120 bed rehabilitation center, and a 70 bed adult care/memory care unit are allowed. Also, up to 8 acres are planned to serve a church/religious facility. The term "Institutional Use" as defined in the PUD includes Educational Use, School Use, Community Use and Institutional Use, all of which are grouped together in the CAP document and treated as a single land use category. A specific description of Institutional Uses is provided within the PUD.

Description of the Canopy Community Development District ("District")

The District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended through the date hereof (the "Act"). The District was established pursuant to Ordinance No. 17-O-08, enacted by the City Commission of the City of Tallahassee, Florida, which became effective on May 24, 2017. The District was established for the purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within the District.

The District boundaries encompass approximately 424 of the 505.7 acres of the Development. The development plan for the lands within the District includes approximately 1001 residential single family lots, to be developed across seven development units*. Each unit is expected to include multiple phases. The phases will be developed in response to the market, ensuring that multiple lot sizes are continuously available for purchase. Also, up to 8 acres are planned to include a church/religious facility. All commercial and multi-family uses are outside of the District boundary. Attached to this report in Appendix 1 are tables describing expected lot counts and product types in each "Assessment Area" as defined in the District's supplemental methodology report for the Series 2018A Bonds. Exhibit 3 shows the District boundary.

* The development is currently approved for 897 single family units; a PUD amendment will be filed to obtain the additional 104 units.

II. PURPOSE AND SCOPE OF IMPROVEMENTS

The Master Engineer's Report was adopted by the District in August of 2017 ("Master Report" or "Master CIP"). The Master CIP included all of the public infrastructure contemplated for development of the Development and is more than the Master Developer now anticipates constructing as of the date of this Report.

The purpose of this Supplemental Engineer's Report for the Series 2018A Bonds ("2018A Supplemental Report" or "Report") is to (a) describe the improvements and estimated costs of such improvements that are necessary pursuant to the Master Developer's development agreement to develop the Development, including all 1001 planned residential units and the church parcel in the District ("Completion Project") (see Tables 3 and 4 for a cost description); (b) describe and provide a cost estimation for the portion of the Completion Project and Master CIP to be financed through the issuance of the Special Assessment Bonds, Series 2018A-1, 2018A-2, 2018A-3 and 2018A-4 (see Table 5); and (c) incorporate the current development plan. Costs included herein are based on best available construction cost information at the time of this Report.

Generally, the District currently expects to design, install, construct and/or acquire improvements associated with stormwater, drainage, parks and recreation, transportation, utility and landscape/irrigation necessary to complete the first six phases (see Table 4) of improvements (together the "2018A Project"). Specifically, the 2018A Project includes improvements supporting the development of Unit 1, Phase 1; Unit 4, Phase 1; Unit 5, Phase 1; Unit 5, Phase 3; Unit 3, Phase 1; and Unit 1, Phase 2 as defined in Exhibits 2 and 4.

Table 1 contains the existing and proposed unit counts by approximate acreage and units. Table 2 includes the most updated status of construction and permit status (broken down by assessment area). A summary of the Completion Project cost elements by area and type is presented in Table 3 and Table 4, respectively, for each of the proposed improvement categories. Table 5 includes 2018A Project cost estimates.

Below is a detailed description of the Completion Project:

Transportation Improvements

Several segments of collector and arterial roadways are planned as a part of the Development. Some of these segments are planned to be reimbursed by the City of Tallahassee. It is noted that all roadways are intended to be owned and maintained by the City of Tallahassee, except the alleys, which will be owned and maintained by the District.

The cost estimate for roadway improvements is based on multiple urban cross sections intended to be located within various widths of right-of-way. These cross sections vary from divided, boulevard style sections to single-lane one-way alleys. All clearing and grubbing, earthwork, stabilization, base, asphalt, striping, signage, sidewalks/paths, grassing, and testing required to install the roadway infrastructure is included in the cost estimate. Roadway improvements within the proposed City Right-of-Way will be owned and maintained by the City. Roadway improvements within the proposed District Right-of-Way will be owned and maintained by the District. The District owned areas will include mews lanes, alleys, drainage areas, recreational areas, and open space areas.

Utility Improvements

The utility improvements include a master sanitary sewer pump station, sanitary sewer forcemain, and water transmission mains along Welaunee Boulevard and Dempsey Mayo Road.

Drainage and Stormwater Improvements

The drainage and stormwater improvements for the Development will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the Northwest Florida Water Management District. This category represents all drainage work required for development to occur within the District. The Development-wide stormwater system consists of the regional stormwater treatment ponds and the Dove Pond Dam, which treatment ponds are designed to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods. In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structure and pipes. Permits are either in place for these stormwater systems or are in the process of being permitted and construction on portions of these improvements (i.e. Dove Pond Regional Stormwater Facility) are underway. Drainage improvements within the proposed City Right-of-Way will be owned and maintained by the City. Drainage improvements within the proposed District Right-of-Way will be owned and maintained by the District.

Water Utility Improvements

The cost estimate for water utility improvements is based on City of Tallahassee and State of Florida design requirements for water and sewer mains and services. All excavation, piping, fittings, valves, hydrants, manholes, service laterals, appurtenances, and testing required to install the water utility infrastructure is included in the cost estimate. All water utilities will be owned and maintained by the City.

Certain portions of the water and sewer improvements may be eligible for rebates based on impact fees paid to the City. It is expected that the total value of the Completion Project infrastructure contributed to the District by the Developer will be significantly in excess of the aggregate value of all potential water and sewer rebates.

Recreational Improvements

The amenity facility is a focal point of the District, providing active recreation opportunities as well as office space for District operations. The amenity facility is expected to include a lap pool, a laguna pool, a splash pad & kids pool, volleyball, tennis courts, basketball courts, yard games, and frisbee golf. Additionally, recreational improvements related to certain themed pocket parks have been included. Examples of these themes include frisbee golf, yard games, grilling picnic areas, resting/viewing/birding areas, and shoreline/water activities on Dove Pond. Other similar

amenities may be provided or substituted for those mentioned above depending upon the development plan and market conditions.

Landscaping and Irrigation Improvements

The cost estimate for landscape and irrigation improvements is based on applicable City of Tallahassee and State of Florida requirements. The PUD and City code requires certain plantings, which include street trees along all roadways, plantings among the stormwater management facilities ("SWMFs"), plantings among the trails and recreational areas. All excavation, plant material, mulching, sodding, piping, heads, controllers, and warranties to provide the required landscaping and irrigation is included in the cost estimate. Landscaping within the proposed City open spaces and Right-of-Way will be maintained by the City. Landscaping within the District-owned open spaces and Right-of-Way will be maintained by the District.

Below is a detailed description of the 2018A Project:

Generally, the Series 2018A Project described herein is a portion of those improvements identified in the Master CIP and Completion Project. The cost estimates contained in Table 5 herein is based on the best available information, including existing contracts for Development related work underway. However, there is no guarantee that the costs of the improvements outlined below will not vary greatly due to changes in the market, design changes required by the permitting agencies, cost of construction, etc.

Dove Pond Regional Stormwater Facility

This facility is currently under construction and is approximately 90% complete. This project includes wetland mitigation originally outlined in the Master CIP.

Amenity Center

This cost category includes an approximately 4,500 sf amenity center building which is anticipated to include administrative offices, a fitness center, living spaces, covered outdoor areas, and a meeting room. Also, the laguna pool and pool deck area will be constructed as a part of the 2018A Project. Other amenities are planned to be provided in this area and are expected to be financed through future issuance of bond or through the Developer.

Development of Unit 1 (93 Lots)

This category of improvements includes those public improvements located within Canopy - Unit 1, Phase 1 as defined in Exhibit 2a and 4, attached to this Report. More specifically, the earthwork, water, sewer, stormwater, drainage, roadway, landscaping, irrigation, sidewalks/paths, etc. located along the following roads within the station limits provided below are included in the costs:

1) Crestline Road from Sta. 98+50 to 110+00

2) Sweet Ridge Street from Sta. 180+00 to 201+50
3) Panther Lane from Sta. 250+00 to 255+00
4) Julieanna Lane from Sta. 300+00 to 307+50
5) Alley “D” from Sta 350+00 to 358+20
6) Fontana Street from Sta. 650+00 to 659+20
7) Education Way from Sta. 700+00 to 706+00

It is noted that all of the above infrastructure is complete and ready for acceptance by the CDD and City of Tallahassee.

Development of Units 3, 4 and 5 (257 Lots)

All improvements located within Canopy Unit 4, Phase 1; Unit 5, Phase 1; Unit 5, Phase 3; Unit 3, Phase 1; and Unit 1, Phase 2 as defined in Exhibit 2b and 4 which includes, but is not limited to, roadway, sidewalks/paths, water, sewer, drainage, landscaping, and irrigation. This category also includes that portion of the master pump station that is attributable to the District residential component of the Development and Dempsey Mayo Road from Centerville Road and extending approximately 1,750 LF north. Some permits for this work are in hand, while other permits are still under review. All permits to perform this work are anticipated to be issued by the first quarter of 2019.

III. STATUS OF CONSTRUCTION

The Master Developer is moving forward with significant improvements within the District. The following table outlines the existing and proposed unit counts by approximate acreage and units.

Table 1		
Proposed Land Use	**Approximate Acreage**	**Units**
Existing Single Family Residential (Assessment Area 1)	20	93
Units 3/4/5 (Assessment Area 2)	54	257
Future Residential (Assessment Area 3)	196	651
Church/Religious Facility (Assessment Area 2)	8	1 Facility
Open Space/Recreation/Amenities	146	
Total Canopy CDD	**424**	

The following table outlines the current status of the projects underway and planned within the District:

Table 2a Canopy CDD Construction Project Status and Permit Approvals Assessment Area #1					
Project Description	**Construction Completed to Date***	**Permit Status**			
		Army Corps	NWF WMD	City of TLH	FDEP
Transportation Improvements	95%	N/A	I	I	N/A
Drainage Improvements	95%	N/A	I	I	N/A
Utility Improvements	95%	N/A	N/A	I	N/A
Recreational Improvements	75%	N/A	N/A	I	N/A
Wetland Mitigation	N/A	N/A	N/A	N/A	N/A
Landscaping/Irrigation	95%	N/A	I	I	N/A

I – Permit Issued
N/A – Not Applicable
S – Submitted / Under review
O – Not Submitted
* – Represents portion of 2018A Project described herein already constructed
The project is planned, designed, and permitted in several phases or stages. Accordingly, the permits above have multiple statuses.

Table 2b Canopy CDD Construction Project Status and Permit Approvals Assessment Area #2					
Project Description	**Construction Completed to Date***	**Permit Status**			
		Army Corps	NWF WMD	City of TLH	FDEP
Transportation Improvements	15%	N/A	S, O	S, O	N/A
Drainage Improvements	15%	I	S, O	S, O	I, S
Utility Improvements	15%	N/A	N/A	S	O
Recreational Improvements	5%	N/A	O	S	O
Wetland Mitigation	N/A	N/A	N/A	N/A	N/A
Landscaping/Irrigation	10%	N/A	I, S, O	I, S, O	N/A

Table 2c Canopy CDD Construction Project Status and Permit Approvals Assessment Area #3					
Project Description	**Construction Completed to Date***	**Permit Status**			
		Army Corps	NWF WMD	City of TLH	FDEP
Transportation Improvements	0%	N/A	O	S, O	N/A
Drainage Improvements	15%	I	I	S, O	I
Utility Improvements	0%	N/A	N/A	S, O	N/A
Recreational Improvements	0%	N/A	O	S, O	N/A
Wetland Mitigation	75%	I	I	I	I
Landscaping/Irrigation	0%	N/A	S, O	S, O	N/A

I – Permit Issued
N/A – Not Applicable
S – Submitted / Under review
O – Not Submitted
* – Represents portion of 2018A Project described herein already constructed
The project is planned, designed, and permitted in several phases or stages. Accordingly, the permits above have multiple statuses.

The Permits required for the master stormwater improvements, such as Dove Pond Dam, SWMF 1, SWMF 2, and SWMF E have either been obtained from the appropriate State agencies, including Northwest Florida Water Management District and FDEP or it is expected that such permits can be reasonably obtained through the normal course of development. These permits are required to be modified or amended as construction within each basin builds out. Other local and state permits are required for each phase of construction, but these can reasonably be obtained through the normal course of construction plan approval.

IV. COST ESTIMATE TABLES and BASIS FOR COST OPINION

Table 3 COMPLETION PROJECT INFRASTRUCTURE (By Area)			
Welaunee Blvd	6558	LF	$11,000,001.10[1]
Crestline Rd	5693	LF	$ 4,271,186.74[2]
Fleischmann Connector	910	LF	$ 609,000.00
Neighborhood Roads	28577	LF	$18,081,541.74
Alleys	7154	LF	$ 2,391,580.18
Education Way	1010	LF	$ 766,170.68
Fontana Street	923	LF	$ 700,173.80
Dempsey Mayo Rd	6000	LF	$ 3,859,616.61
SWMF 1A & 1B, 2, A, B, C, E			$ 1,843,007.94
Master Pump Station and Forcemain			$ 750,000.00
Amenity Center and related improvements			$ 2,000,000.00
Intersections at Centerville and Miccosukee			$ 1,500,000.00
Recreational Improvements (other than Amenity Center)			$ 550,000.00
Dove Pond Dam			$ 4,000,000.00[3]
Total			**$52,322,278.80**

Table 4 COMPLETION PROJECT INFRASTRUCTURE (By Type)	
Transportation Improvements	$ 24,184,463.42
Water Utility Improvements	$ 7,741,624.63
Drainage/Stormwater	$ 15,471,925.26
Recreational Improvements	$ 2,550,000.00
Landscape and Irrigation	$ 1,874,265.49
Wetland Mitigation	$ 500,000.00
Total	**$ 52,322,278.80**

[1] $8,195,671.35 of Welaunee Blvd is being reimbursed by the City of Tallahassee.

[2] $265,907.39 of Multi-Use Paths on Crestline Road and Dempsey Mayo Road is being reimbursed by the City of Tallahassee.

[3] $2,000,000.00 of the Dove Pond Dam is being reimbursed by Blueprint IA.

V. SERIES 2018A PROJECT

Please see page 7 for the detailed description of the 2018A Series Project.

Table 5 2018A Project Cost Estimates	
Dove Pond Regional Stormwater Facility	$2,000,000.00*
Amenity Center	$1,500,000.00
Unit 1 Improvements	$3,430,683.74
Units 3, 4, and 5 Improvements	$7,056,077.99
Total	**$13,986,761.73**

* Estimated to be a $4,000,000 Project, with $2,000,000 reimbursed by local government.

VI. ENGINEER'S CONCLUSION AND CERTIFICATION

It is my professional opinion that the infrastructure costs associated herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will add special and peculiar benefit and value to the lands within the District. All infrastructure costs are public improvements or community facilities as set forth in section 190.012(1) & (2), Florida Statutes. The improvements contemplated in this Report are currently in conceptual design, final design and/or under construction. The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on current unit prices for ongoing and similar items of work in Leon County for the quantities as represented on construction plans. The future costs of labor, equipment, and material; coupled with changing regulations and construction process, are beyond our control. Due to this inherent opportunity for fluctuation of cost, the total final cost may be more or less than this estimate. The cost numbers include several elements, including construction cost, design fee (including engineering, landscape and hardscape, architectural, and subconsultants such as surveyors, environmental consultants and geotechnical engineers), construction administrative expenses and a contingency factor of 10%. The exact location of some of the improvements may be changed during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and will meet their intended functions. Where necessary, historical costs and information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities in the Leon County area. It is therefore our opinion that the construction of the proposed project can be complete at the cost stated.

_____

Travis Justice, P.E.

Florida Registered Engineer No. 63092

Greenman-Pedersen, Inc.

Certificate of Authorization No. 3498

Phone: (850) 297-2944

Appendix 1

The following tables correlate with the three assessment areas identified in the District's Supplemental Methodology Report for the Series 2018A Bonds:

Assessment Area #1 (20 Acres)	
Lot Size (width)	*# of Lots*
40'	20
50'	47
60'	26
TOTAL	**93**

Assessment Area #2 (62 Acres)**	
Lot Size (width)	*# of Lots*
26'	29
36'*	18
38'	21
40'	14
42'	42
43'*	12
52'	33
62'	58
65	23
85	7
Religious Facility	1 Facility
TOTAL	**258**

Assessment Area #3 (342 Acres)**	
Lot Size (Width)	*# of Lots*
20-29*	120
26'	29
36'*	69
38'	21
40'	0
42'	103
43'*	12
52'	125
62'	98
65'	22
72'	17
85'	35
TOTAL	**651**

*Indicates an attached unit

** 29 lots in Assessment Area #2 and 33 lots in Assessment Area #3 are planned to be inclusionary units

The total Unit Distribution for the combined assessment areas of the District are as follows:

All Assessment Areas (424 Acres)	
Lot Size (Width)	*# of Lots*
20-29'*	120
26'	58
36'*	87
38'	42
40'	32
42'	145
43'*	24
52'	206
62'	183
65'	45
72'	17
85'	42
Religious Facility	1 Facility
TOTAL	**1002**

*Indicates an attached unit

#1

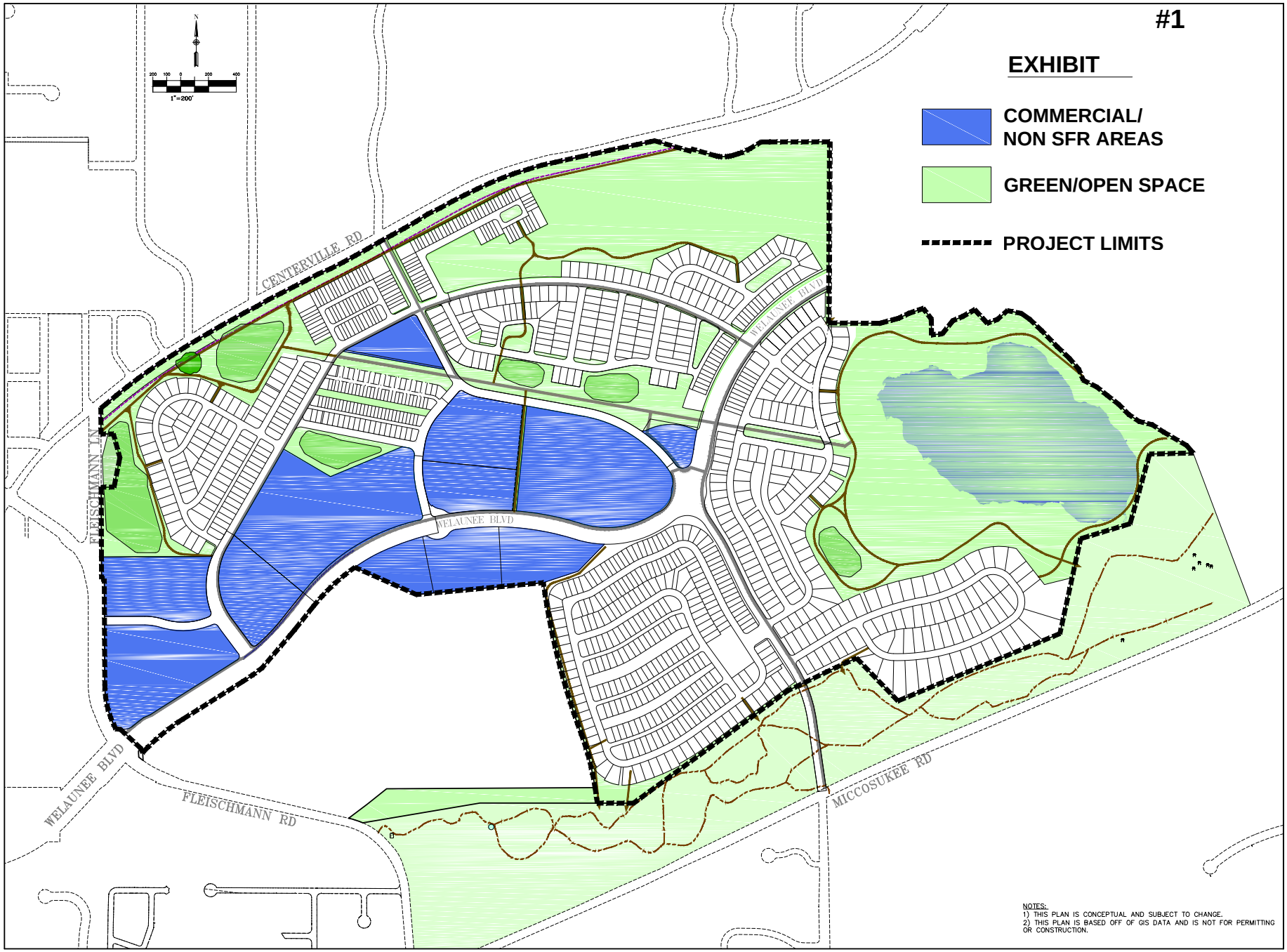
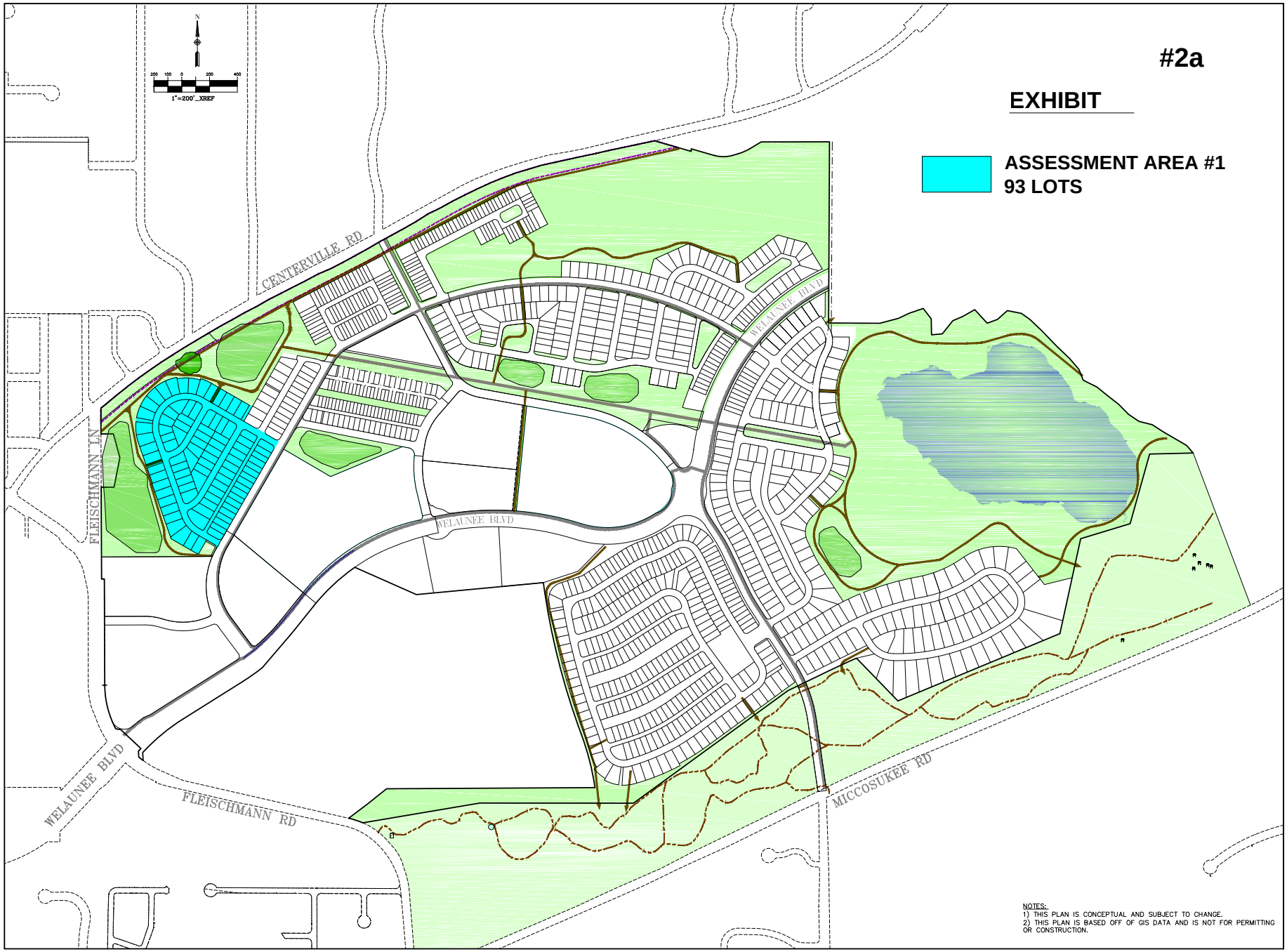


EXHIBIT
COMMERCIAL/
NON SFR AREAS
GREEN/OPEN SPACE
PROJECT LIMITS
N
200 100 0 200 400
1"=200'
CENTERVILLE RD
WELAUNEE BLVD
FLEISCHMANN LN
WELAUNEE BLVD
WELAUNEE BLVD
FLEISCHMANN RD
MICCOSUKEE RD
NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

#2a

EXHIBIT

ASSESSMENT AREA #1
93 LOTS



NOTES:
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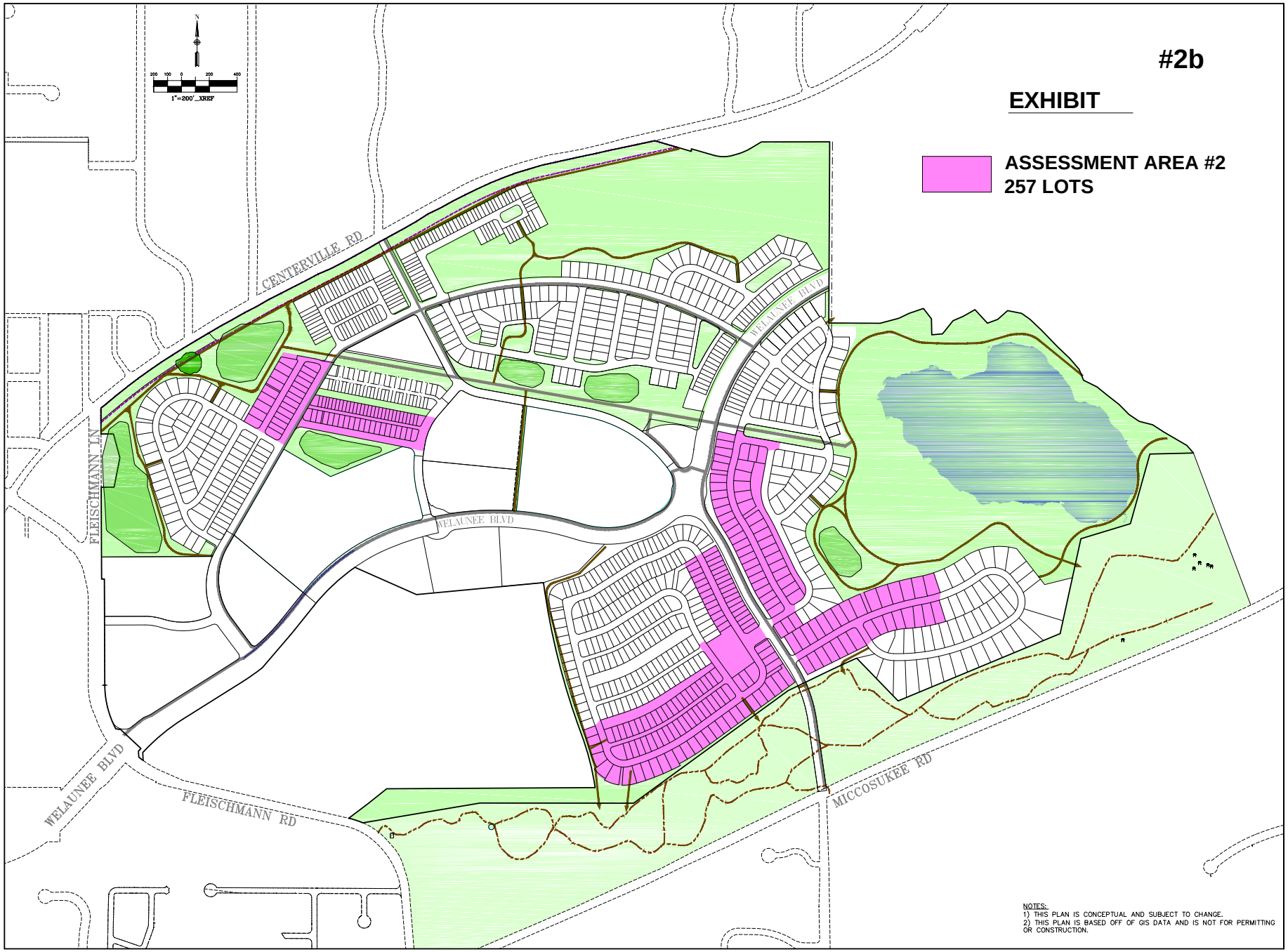
2) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.


#2b
EXHIBIT
ASSESSMENT AREA #2
257 LOTS
1"=200'_XREF
CENTERVILLE RD
FLEISCHMANN LN
WELAUNEE BLVD
FLEISCHMANN RD
MICCOSUKEE RD
NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

#2c

EXHIBIT

ASSESSMENT AREA #3
649 LOTS

NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

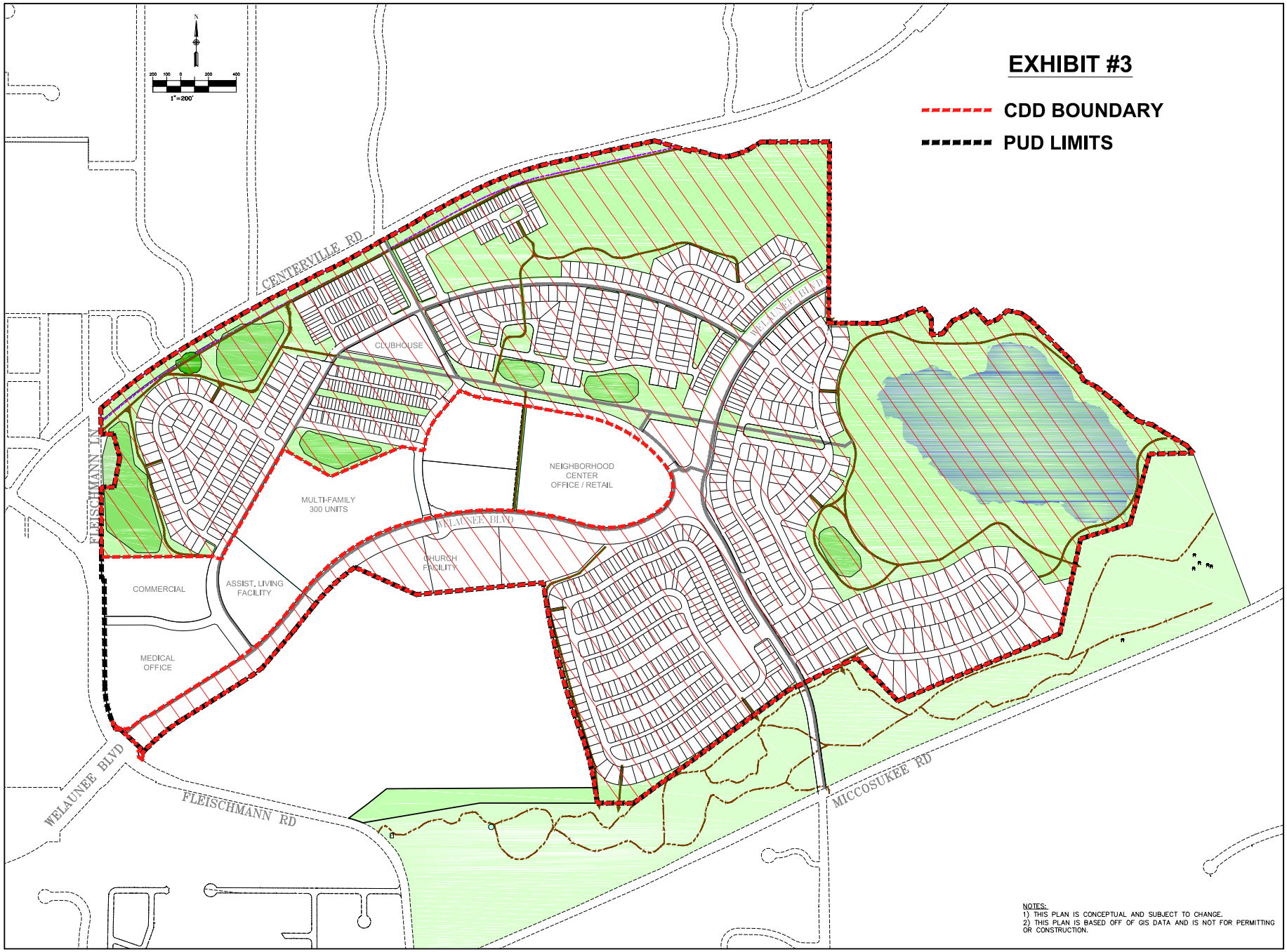
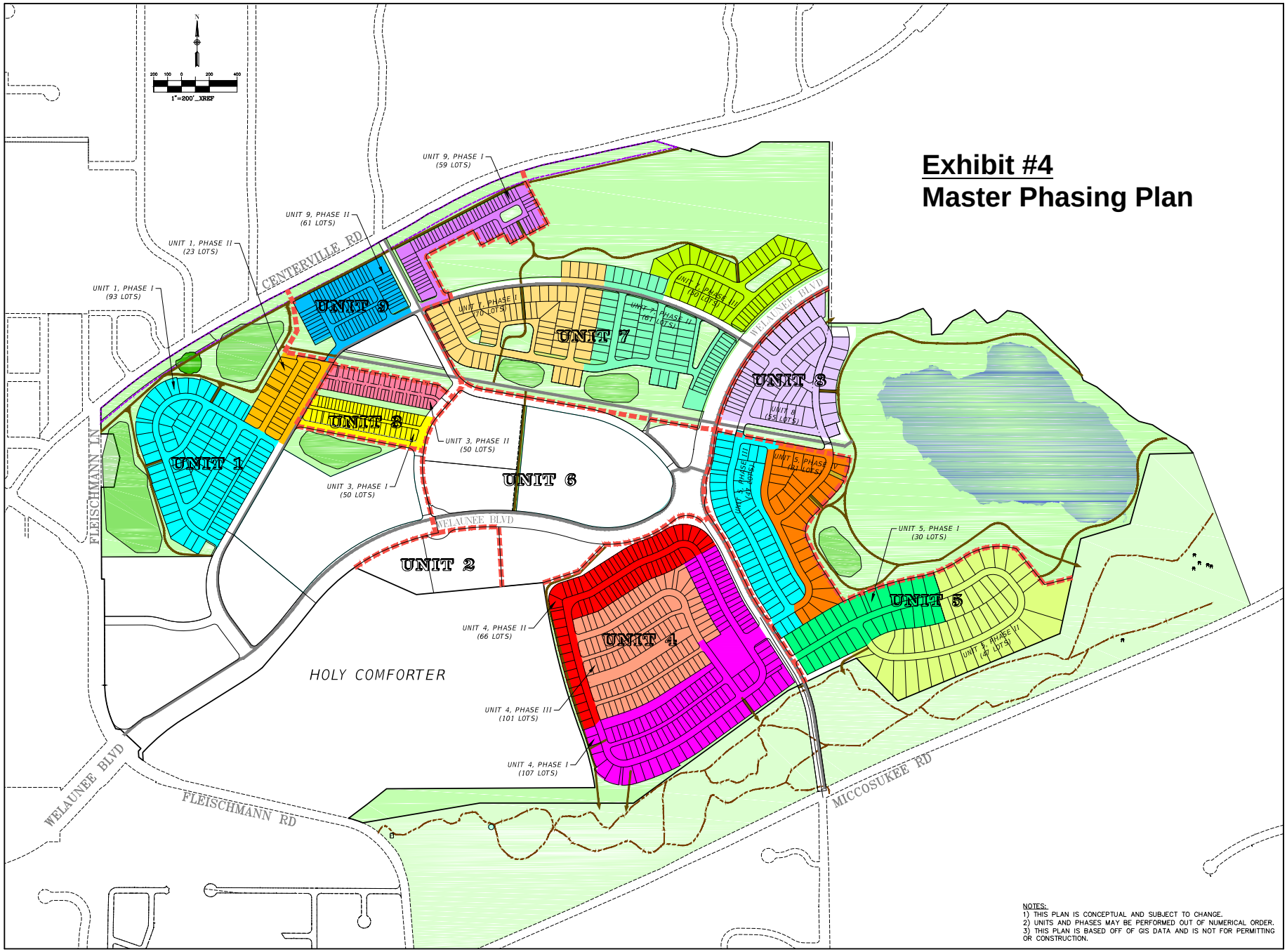


EXHIBIT #3
CDD BOUNDARY
PUD LIMITS
1"=200'
CENTERVILLE RD
FLEISCHMANN LN
WELAUNEE BLVD
CLUBHOUSE
NEIGHBORHOOD CENTER OFFICE / RETAIL
MULTI-FAMILY 300 UNITS
CHURCH FACILITY
COMMERCIAL
ASSIST. LIVING FACILITY
MEDICAL OFFICE
FLEISCHMANN RD
MICCOSUKEE RD
NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

Exhibit #4
Master Phasing Plan



NOTES:
1) THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE.
2) UNITS AND PHASES MAY BE PERFORMED OUT OF NUMERICAL ORDER.
3) THIS PLAN IS BASED OFF OF GIS DATA AND IS NOT FOR PERMITTING OR CONSTRUCTION.

APPENDIX D

ASSESSMENT METHODOLOGY

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MASTER

ASSESSMENT METHODOLOGY

FOR

CANOPY

COMMUNITY DEVELOPMENT DISTRICT

Date: August 16, 2017

Prepared by

Governmental Management Services – Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801

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1.0 Introduction

The Canopy Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District plans to issue $110,000,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements within an assessment area within the District, more specifically described in the Master Engineer's Report dated August, 2017 prepared by Greenman-Pedersen, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. The Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan ("CIP"). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 424 Acres in within the City of Tallahasseee, Leon County, Florida. The development program currently envisions approximately 900 residential units and a church (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire the master stormwater management system, sewer and water systems, onsite roadway improvements, parks, open space and right of way improvements, recreational improvements, Dove Pond

Stormwater Management Facility and wetland mitigation. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within it's borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

1) The properties must receive a special benefit from the improvements being paid for.
2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately $90,900,000. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be $110,000,000. Additionally, funding required to complete the CIP is anticipated to be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue $110,000,000 in Bonds to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the $110,000,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within the District. The District has a proposed Engineer's Report for the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost $90,900,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Project and related costs was

determined by the District's Underwriter to total $110,000,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 900 residential units and a church within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of master stormwater management system, sewer and water systems, onsite roadway improvements, parks, open space and right of way improvements, recreational improvements, Dove Pond Stormwater Management Facility and wetland mitigation along with related incidental costs. There is one residential product type within the planned development. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits. In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include master stormwater management system, sewer and water systems, onsite roadway improvements, parks, open space and right of way improvements, recreational improvements, Dove Pond Stormwater Management Facility and wetland mitigation. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

1) the added use of the property,
2) added enjoyment of the property, and
3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds to a level that will be supported by the new net annual debt service assessments will be required. In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District

prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

5.0 Additional Disclosure

Governmental Management Services-Central Florida, LLC ("GMS") is not acting or providing services to the District as a Municipal Advisor, Financial Advisor or providing investment advice. GMS has prepared this report based upon information provided by the District's Engineer and Investment Banker in a form that meets the requirements of levying Special Assessments in accordance with Florida Statutes.

TABLE 1
CANOPY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family	900	900	1.00	900
Church	1	1	0.50	0.5
Total Units	901	901		901

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
CANOPY COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
On-Site Roadway Improvements	$ 27,500,000
Utilities Improvements	$ 14,800,000
Drainage and Stormwater Management System	$ 22,800,000
Parks, Open Space, and Right of Way Improvements	$ 4,700,000
Recreational Improvements	$ 3,900,000
Wetland Mitigation	$ 800,000
Professional Services, Permitting and Misc. Costs	$ 8,900,000
Contingencies	$ 7,500,000
	$ 90,900,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated August, 2017.

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TABLE 3
CANOPY COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER METHODOLOGY

Description		Total
Construction Funds	$	90,900,000
Debt Service Reserve	$	8,098,511
Capitalized Interest	$	6,875,000
Underwriters Discount	$	2,171,100
Cost of Issuance	$	600,000
Contingency	$	1,355,389
Par Amount*	**$**	**110,000,000**

Bond Assumptions:

Average Coupon	6.25%
Amortization	30 years
Capitalized Interest	12
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

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TABLE 4
CANOPY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	900	1.00	900	99.94%	$ 90,849,528	$ 100,944
Church	1	0.50	0.5	0.06%	$ 50,472	$ 50,472
Totals	901		901	100.00%	$ 90,900,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
CANOPY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family	900	$ 90,849,528	$ 109,938,923	$ 122,154
Church	1	$ 50,472	$ 61,077	$ 61,077
Totals	901	$ 90,900,000	$ 110,000,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
CANOPY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	900	$ 109,938,923	$ 122,154	$ 8,094,014	$ 8,993	$ 9,670
Church	1	$ 61,077	$ 61,077	$ 4,497	$ 4,497	$ 4,835
Totals	900	$ 110,000,000		$ 8,098,511		

(1) This amount includes 7% collection fees and early payment discounts when collected on the Leon County Tax Bill

* Unit mix is subject to change based on marketing and other factors

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TABLE 7
CANOPY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER METHODOLOGY

Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Ox Bottom Mortgage Holders, LLC	Canopy	424	$ 259,433.96	$ 110,000,000	$ 8,098,511	$ 8,708,076
Totals		424		$ 110,000,000	$ 8,098,511	$ 8,708,076

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.25%
Maximum Annual Debt Service	$8,098,511

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

FINAL SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR

CANOPY

COMMUNITY DEVELOPMENT DISTRICT

Date: November 8, 2018

Prepared by

Governmental Management Services – Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801

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1.0 Introduction

The Canopy Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District's Board of Supervisors previously adopted a Master Assessment Methodology Report, dated August 16, 2017 ("Master Methodology") that was amended on August 21, 2018 ("Amended Master Methodology") and a Master Engineer's Report, dated August 2017 ("Master CIP"). The District has now issued $11,405,000 in aggregate principal amount of tax exempt bonds in four separate series: Special Assessment Bonds, Series 2018A-1 ("Series 2018A-1 Bonds"), Special Assessment Bonds, Series 2018A-2 ("Series 2018A-2 Bonds"), Special Assessment Bonds, Series 2018A-3 ("Series 2018A-3 Bonds") and Special Assessment Bonds, Series 2018A-4 ("Series 2018A-4 Bonds") (collectively the "Bonds") for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Supplemental Engineer's Report for Series 2018 Bonds dated June, 2018 prepared by Greenman-Pedersen, Inc., as may be amended and supplemented from time to time (the "Engineer's Report"). The Engineer's Report contains the details of the portion of Master CIP to be partially financed by the Bonds ("2018A Project"), as well as the portion of the Master CIP necessary for development completion of the Canopy development, which includes all of the residential units and church property within the District, as defined in the Engineer's Report and hereinafter referred to as the "Completion Project". The Series 2018A-1 Bonds are secured by Series 2018A-1 Assessments, the Series 2018A-2 Bonds are secured by Series 2018A-2 Assessments, the Series 2018A-3 Bonds are secured by Series 2018A-3 Assessments and Series 2018A-4 Bonds are secured by the Series 2018A-4 Assessments (collectively the "Series 2018 Assessments"). The Series 2018A-1 Assessments and Series 2018A-2 Assessments have been levied on property located within Assessment Area 2. The Series 2018A-3 Assessments have been levied on property located within Assessment Area 3 and Series 2018A-4 Assessments have been levied on property located within Assessment Area 1, each of which are as more specifically defined herein.

1.1 Purpose

This Supplemental Assessment Methodology Report (the "Assessment Report") supplements the Amended Master Methodology and provides an assessment methodology for allocating the Series 2018 Assessments levied by the District that will secure the repayment of the Bonds based upon the benefit the property within the District receives from the 2018A Project, as set forth in the Engineer's Report. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that the proposed Series 2018 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, or may be directly collected or collected by any other legal means available to the District. The decision to collect the Series 2018 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect such special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 424 acres within the City of Tallahassee, Leon County, Florida. The District boundaries encompass approximately 424 of the 505.7 acres of the larger Canopy project. The development plan for the lands within the District includes approximately 1001 residential single family units, to be constructed in seven development units and each unit is expected to include multiple phases (the "District Development"). Also, up to 8 acres are planned to include a church/religious facility located within Assessment Area 2. All commercial and multi-family uses are outside of the District boundary. The proposed District Development program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The District adopted the Master CIP which includes the full range of possible public improvements to be constructed, acquired, owned and operated by the District and includes an aggregate cost estimate of $90,900,000. The Engineer's Report includes the Completion Project, which is an updated cost estimate for the portion of the Master CIP necessary to develop the Canopy project, including the 1001 residential single-family units and church parcel contained within the District boundaries, which cost estimate is $52,322,279. The Engineer's Report also contains the estimated cost of the 2018A Project in the amount of $13,986,762. The infrastructure improvements comprising the 2018A Project described in the Engineer's Report will provide a portion of the facilities necessary to develop the anticipated uses within the District's Assessment Area 1, Assessment Area 2 and Assessment Area 3 and that benefit the property within the District. The District's improvements have been planned and designed and will be permitted to function as one interrelated system of improvements benefiting all the lands to be

developed within the District. These improvements are contained within the Engineer's Report.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements and services that may be provided by the District and the costs to implement the 2018A Project
2. The District Engineer determines the assessable acres that benefit from the District's 2018A Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct 2018A Project.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis within each assessment area. Ultimately, as land is platted in each assessment area, this amount will be assigned to each of the benefited properties based on the number of platted units and according to the methodology set forth herein.

1.3 Special Benefits and General Benefits

The 2018A Project undertaken by the District creates special and peculiar benefits to the property within its boundaries, different in kind and degree than general benefits realized by the public at large.

As discussed in this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits that accrue to property within the District. The implementation of the Completion Project, including the 2018A Project, enables properties within the District's boundaries to be developed. Without the District's Completion Project, including the 2018A Project, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would not be permitted.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the Completion Project, including the 2018A Project. However, these benefits will be incidental to the Completion Project, which is designed to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the Completion Project as does property within the District boundaries. The property owners within the District boundaries are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

1) The properties must receive a special benefit from the improvements for which they are paying.
2) The assessments must be fairly and reasonably allocated to the properties assessed. The lot size differences between the Engineer's Report and Assessment Report depicted in Table 1 have been determined to be fair and reasonable based upon infrastructure contributed.

Florida law provides for a wide application of special assessments that meet these two characteristics.

The Developer will agree in the completion agreement that they are responsible for completion of the Completion Project pursuant to the terms and conditions set forth in that agreement. The benefit received from the Completion Project far exceeds the assessments levied to developable properties in the District to secure the Bonds, as set forth in Table 5.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. As previously mentioned, the District Engineer estimates that the Completion Project, which represents the improvements necessary to support development of the residential units and Church facility planned within the District, will cost approximately $52,322,279. The District's Underwriter projects that financing costs required to fund the infrastructure improvements in the 2018A Project, which represents a portion of the Master CIP and Completion Project, including the cost of issuance of the Bonds, funding of debt service reserves and capitalized interest, will be approximately $11,405,000. Additionally, funding required to complete the Master CIP, including the Completion Project is anticipated to be funded by the Developer, third party landowners or future bond issuances. Without the Completion Project, including the 2018A Project, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District has issued $11,405,000 in aggregate principal amount of Bonds to fund (i) a portion of the costs of the 2018A Project, which makes up a portion of the District's Master CIP, (ii) capitalized interest, (iii) a deposit to the debt service reserve account for each series of bonds, and (iv) cost of issuance. It is the purpose of this Assessment Report to allocate the Series 2018 Assessments securing the $11,405,000 aggregate principal amount in Bonds to the properties benefiting from the 2018A Project.

Table 1 identifies the land uses as identified by the Developer of the land within the District. The Engineer's Report contains the cost estimates and descriptions of the 2018A Project needed to support the Development, and these construction costs are outlined in Table 5. The improvements needed to support the full development of the District units are described in detail in the Engineer's Report as the Completion Project and construction cost are outlined in Table 3. Table 4 shows the breakdown of the bond sizing for the 2018A Project, as described herein and in the Engineer's Report.

2.2 Allocation of Special Assessments

Allocation of special assessments is a continuous process until the development plan is completed. As a master series of interrelated improvements, each of which is necessary for development of the units within the District, the 2018A Project benefits all developable acres within the District.

Series 2018A-1 Assessments and Series 2018A-2 Assessments:
The District has levied Series 2018A-1 Assessments and Series 2018A-2 Assessments on property located within Assessment Area 2. Currently, Assessment Area 2 consist of 62 undeveloped acres of land. Initially, the District will levy the Series 2018A-1 Assessments and Series 2018A-2 Assessments on an equal acreage basis. Assessment Area 2 is planned for 257 residential units and a Church. As the property in Assessment Area 2 is platted, the Series 2018A-1 Assessments and Series 2018A-2 Assessments will be allocated to each lot and the Church property as detailed in Tables 7 and 8.

Series 2018A-3 Assessments:
The District has levied Series 2018A-3 Assessments on property located within Assessment Area 3. Currently, Assessment Area 3 consists of 342 undeveloped acres of land. Initially, the District will levy the Series 2018A-3 Assessments on an

equal acreage basis. Assessment Area 3 is planned for 651 residential units. As the property in Assessment Area 3 is platted, the Series 2018A-3 Assessments will be allocated to each lot as detailed in Table 9.

Series 2018A-4 Assessments:

The District has levied Series 2018A-4 Assessments on property located within Assessment Area 1. Assessment Area 1 consists of 20 acres of land that is 93 residential platted lots. The Series 2018A-4 Assessments will be allocated as detailed in Table 6.

Once platting has begun in each assessment area, the assessments will be allocated to the Assigned Properties based on the benefits they receive as set forth herein ("Assigned Properties"). The Unassigned Properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per acre (equal acreage) basis ("Unassigned Properties"). Eventually the development plan will be completed and the Series 2018 Assessments securing each series of the Bonds will be allocated to the property within each assessment area within the District, which are the beneficiaries of the 2018A Project, as depicted in Tables 4 through 9. If there are changes to the development plan for each assessment area causing a change in the ultimate number of platted units, a true up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of Series 2018 Assessments in this Assessment Report sets forth the process by which the assessments are apportioned.

2.3 Allocation of Benefit

The 2018A Project and the Completion Project consists of infrastructure improvements detailed in the Engineer's Report and summarized on Table 2. Table 4 shows the allocation of benefit of the Completion Project to the particular land uses. It is important to note that the benefit derived from the Master CIP, the Completion Project and 2018A Project on the particular units exceeds the cost that the units will be paying for such benefits. In the event that developable lands that derive benefit from the Master CIP, including the 2018A Project are added to the District boundaries, whether by boundary amendment or increase in density, the Series 2018 Assessments will be allocated to such lands pursuant to the methodology described herein.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed 2018A Project will provide several types of systems, facilities and services to District property owners. These infrastructure improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the infrastructure improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Completion Project, including the 2018A Project, the special and peculiar benefits are:

1) Ability to develop and provide all 1,001 units and the church property,
2) added use of the property,
3) added enjoyment of the property, and
4) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the repayment of debt that was utilized to fund the infrastructure improvements.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the infrastructure improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the 2018A Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in the Master Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 5). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Completion Project is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its Series 2018 Assessments to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of the Series 2018 Assessments on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the Series 2018 Assessments being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated Series 2018 Assessments that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated Series 2018 Assessments to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service payments, then no adjustment is required. In the case that the Series 2018 Assessments generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds to a level that will be supported by the new net annual debt service assessments will be required. In the event that developable lands that derive benefit from the Master CIP are added to the District boundaries, whether by boundary amendment or increase in density, the special assessments will be allocated to such lands pursuant to the methodology described herein.

4.0 Assessment Roll

The District will initially levy the Series 2018 Assessments as detailed in the Assessment Roll. As Assigned Property becomes known with certainty, the District will refine its allocation of the Series 2018 Assessments from a per acre basis to a per unit basis as shown in Tables 5 through 9. If the land use plan changes, then the District will update these tables to reflect the changes. The assessment roll is depicted in Table 10.

5.0 Additional Disclosure

Governmental Management Services-Central Florida, LLC ("GMS") is not acting or providing services to the District as a Municipal Advisor, Financial Advisor or providing investment advice. GMS has prepared this report based upon information provided by the District's Engineer and Investment Banker in a form that meets the requirements of levying special assessments in accordance with Florida Statutes.

TABLE 1
CANOPY COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL METHODOLOGY

Product Types	Engineer's Report	No. of Units *	ERU Per Unit	Total ERUs
Single Family - 20'	(26')	58	0.50	29
Single Family - 30'	(38')	42	0.60	25
Single Family - 30' (Attached)	(20'-29' & 36')	207	0.50	104
Single Family - 40'	(40' & 42')	178	0.80	142
Single Family - 40' (Attached)	(43')	24	0.60	14
Single Family - 50'	(52')	205	1.00	205
Single Family - 60'	(62' & 65')	228	1.20	274
Single Family - 70'	(72')	17	1.40	24
Single Family - 80'	(85')	42	1.60	67
Church		1	0.5	0.50
Total Units		1,002		884.60

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
CANOPY COMMUNITY DEVELOPMENT DISTRICT
COMPLETION PROJECT COST ESTIMATES
SUPPLEMENTAL METHODOLOGY

Completion Project	Total Estimated Cost Residential Development	
Welaunee Boulevard	$11,000,001	(1)
Crestline Road	$4,271,187	(2)
Fleischmann Connector	$609,000	
Neighborhood Roads	$18,081,542	
Alleys	$2,391,580	
Education Way	$766,171	
Fontana Street	$700,174	
Dempsey Mayo Road	$3,859,617	
SWMF 2A & 1B, 2, A,B,C, E	$1,843,008	
Master Pump Station and Forcemain	$750,000	
Community Center	$2,000,000	
Recreational Improvements	$550,000	
Intersections at Centerville and Miccosukee	$1,500,000	
Dove Pond Dam	$4,000,000	(3)
	$52,322,279	

(1) $8,1195,671.35 of Welaunee Blvd. is being reimbursed by the City of Tallahassee
(2) $265,507.39 of Multi-use Paths on Crestline Road and Dempsey Mayo Road is being reimbursed by the City of Tallahassee
(3) $2,000,000 of the Dove Pond Dam has been reimbursed by Blueprint IA.

Series 2018A Project	Cost Estimate
Dove Pond Regional Stormwater Facility	$2,000,000
Amenity Center	$1,500,000
Unit 1 Improvements	$3,430,684
Units 3, 4 and 5 Improvements	$7,056,078
Total	$13,986,762

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
CANOPY COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL METHODOLOGY

Description	Series 2018A-1	Series 2018A-2	Series 2018A-3	Series 2018A-4	Total
Construction Funds	$2,052,508	$5,257,485	$2,519,258	$893,101	$10,722,351
Debt Service Reserve	$82,146	$0	$104,688	$32,714	$219,548
Capitalized Interest	$0	$0	$0	$0	$0
Underwriters Discount	$44,500	$109,600	$54,700	$19,300	$228,100
Cost of Issuance	$45,846	$112,915	$56,355	$19,884	$235,000
Par Amount	**$ 2,225,000**	**$ 5,480,000**	**$ 2,735,000**	**$ 965,000**	**$ 11,405,000**

Bond Assumptions:

Average Coupon	6.08%
Amortization	30 years
Capitalized Interest	N/A
Debt Service Reserve	50% Max Annual D/S
Underwriters Discount	2%

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TABLE 4
CANOPY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product	Improvement Costs Per Unit
Single Family - 20'	58	0.50	29	2.94%	$1,539,671	$26,546
Single Family - 30'	42	0.60	25	2.56%	$1,337,921	$31,855
Single Family - 30' (Attached)	207	0.80	166	16.80%	$8,792,054	$42,474
Single Family - 40'	178	0.60	107	10.84%	$5,670,238	$31,855
Single Family - 40' (Attached)	24	1.00	24	2.44%	$1,274,211	$53,092
Single Family - 50'	205	1.20	246	24.96%	$13,060,660	$63,711
Single Family - 60'	228	1.40	319	32.39%	$16,947,003	$74,329
Single Family - 70'	17	1.60	27	2.76%	$1,444,106	$84,947
Single Family - 80'	42	1.00	42	4.26%	$2,229,869	$53,092
Church	1	0.50	0.50	0.05%	$26,546	$26,546
Totals	1,002		986	100.00%	$52,322,279	

* Unit mix is subject to change based on marketing and other factors
**This amount represents the total estimated cost to complete the resident development and religious facilty within the boundaries of the District (called the "Completion Project"). The Master CIP includes the maximum public improvements contemplated for full development of the entire project.

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TABLE 5
CANOPY COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs	Par Debt - Assessment Area 1	Par Debt - Assessment Area 2	Par Debt - Assessment Area 3	Series 2018A Assessments Par Debt Total	Estimated Excess Benefit	Estimated Excess Benefit Per Unit
Single Family - 20'	58	$1,539,671	$0	$435,000	$158,535	$593,535	$946,136	$16,313
Single Family - 30'	42	$1,337,921	$0	$441,000	$140,313	$581,313	$756,608	$18,014
Single Family - 30' (Attached)	207	$8,792,054	$0	$388,800	$510,229	$899,029	$7,893,026	$38,131
Single Family - 40'	178	$5,670,238	$168,926	$1,512,000	$377,205	$2,058,131	$3,612,107	$20,293
Single Family - 40' (Attached)	24	$1,274,211	$0	$309,600	$813,329	$1,122,929	$151,282	$6,303
Single Family - 50'	205	$13,060,660	$482,158	$1,089,000	$80,179	$1,651,337	$11,409,324	$55,655
Single Family - 60'	228	$16,947,003	$313,916	$3,157,600	$1,138,903	$4,610,419	$12,336,584	$54,108
Single Family - 70'	17	$1,444,106	$0	$0	$1,239,126	$1,239,126	$204,979	$12,058
Single Family - 80'	42	$2,229,869	$0	$357,000	$206,521	$563,521	$1,666,348	$39,675
Church	1	$26,546	$0	$15,000	$0	$15,000	$11,546	$11,546
Totals	1,002	$52,322,279	$965,000	$7,705,000	$4,664,339	$13,334,339	$38,987,940	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
CANOPY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL METHODOLOGY

Assessment Area 1 - Series 2018A-4

Product Types	No. of Units *	Net Annual Assessment Per Unit	Gross Annual Assessment Per Unit	Net Annual Debt Service	Gross Annual Debt Service	% Allocation	Par Debt Per Product Type	Par Debt Per Unit
Single Family - 20'	0	$419	$450	$0	$0	0%	$0	$0
Single Family - 30'	0	$512	$550	$0	$0	0%	$0	$0
Single Family - 30' (Attached)	0	$419	$450	$0	$0	0%	$0	$0
Single Family - 40'	19	$605	$650	$11,486	$12,350	18%	$168,926	$8,891
Single Family - 40' (Attached)	0	$512	$550	$0	$0	0%	$0	$0
Single Family - 50'	47	$698	$750	$32,783	$35,250	50%	$482,158	$10,259
Single Family - 60'	27	$791	$850	$21,344	$22,950	33%	$313,915.5	$11,627
Single Family - 70'	0	$930	$1,000	$0	$0	0%	$0	$0
Single Family - 80'	0	$930	$1,000	$0	$0	0%	$0	$0
Totals	93			$65,612	$70,550	100%	$965,000	

(1) This amount includes 7% collection fees and early payment discounts when collected on the Leon County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
DEVELOPMENT PROGRAM
ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL METHODOLOGY

Assessment Area 2 - Series 2018A-1 and Series 2018A-2

Product Types	No. of Units *	Net Annual Assessment Per Unit (2081A-1)	Gross Annual Assessment Per Unit (2018A-1)	Net Annual Debt Service (208A-1)	Gross Annual Debt Service (2018A-1) (1)	Net Annual Assessment Per Unit (2081A-2)	Gross Annual Assessment Per Unit (2018A-2)	Net Annual Debt Service (2018A-2)	Gross Annual Debt Service (2018A-2) (1)	Net Annual Assessment Per Unit (Combined)	Gross Annual Assessment Per Unit (Combined)	Net Annual Debt Service (Combined)	Gross Annual Debt Service (Combined) (1)
Single Family - 20'	29	$419	$450	$12,137	$13,050	$708	$762	$20,540	$22,086	$1,127	$1,212	$32,677	$35,136
Single Family - 30'	21	$512	$550	$10,742	$11,550	$1,064	$1,144	$22,339	$24,021	$1,575	$1,694	$33,081	$35,571
Single Family - 30' (Attached)	18	$419	$450	$7,533	$8,100	$1,198	$1,288	$21,564	$23,187	$1,616	$1,738	$29,097	$31,287
Single Family - 40'	56	$605	$650	$33,852	$36,400	$1,419	$1,526	$79,480	$85,462	$2,024	$2,176	$113,332	$121,862
Single Family - 40' (Attached)	12	$512	$550	$6,138	$6,600	$1,420	$1,527	$17,042	$18,325	$1,932	$2,077	$23,180	$24,925
Single Family - 50'	33	$698	$750	$23,018	$24,750	$1,775	$1,908	$58,568	$62,976	$2,472	$2,658	$81,585	$87,726
Single Family - 60'	81	$791	$850	$64,031	$68,850	$2,129	$2,290	$172,479	$185,461	$2,920	$3,140	$236,510	$254,311
Single Family - 70'	0	$930	$1,000	$0	$0	$0	$0	$0	$0	$930	$1,000	$0	$0
Single Family - 80'	7	$930	$1,000	$6,510	$7,000	$2,888	$3,106	$20,219	$21,741	$3,818	$4,106	$26,729	$28,741
Church (3)	1	$698	$750	$349	$375	$775	$834	$388	$417	$1,473	$1,584	$736	$792
Totals	258			$164,308	$176,675			$412,619	$443,676			$576,927	$620,351

(1) This amount includes 7% collection fees and early payment discounts when collected on the Leon County Tax Bill
(2) The Series 2018A-2 Assessments will be interest only until Fiscal Year 2022

TABLE 8
DEVELOPMENT PROGRAM
PAR DEBT ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL METHODOLOGY

Assessment Area 2 - Series 2018A-1 and Series 2018A-2

Product Types	No. of Units *	Par Debt Per Unit (2018A-1)	Total Par Debt (2018A-1)	Par Debt Per Unit (2018A-2)	Total Par Debt (2018A-2)	Par Debt Per Unit (Combined)	Total Par Debt (Combined)
Single Family - 20'	29	$5,667	$164,348	$9,333	$270,652	$15,000	$435,000
Single Family - 30'	21	$6,927	$145,458	$14,073	$295,542	$21,000	$441,000
Single Family - 30' (Attached)	18	$5,667	$102,009	$15,933	$286,791	$21,600	$388,800
Single Family - 40'	56	$8,186	$458,412	$18,814	$1,053,588	$27,000	$1,512,000
Single Family - 40' (Attached)	12	$6,927	$83,119	$18,873	$226,481	$25,800	$309,600
Single Family - 50'	33	$9,445	$311,695	$23,555	$777,305	$33,000	$1,089,000
Single Family - 60'	81	$10,705	$867,079	$28,278	$2,290,521	$38,983	$3,157,600
Single Family - 70'	0	$0	$0	$0	$0	$0	$0
Single Family - 80'	7	$12,594	$88,156	$38,406	$268,844	$51,000	$357,000
Church	1	$4,723	$4,723	$10,277	$10,277	$15,000	$15,000
Totals	258		$2,225,000		$5,480,000		$7,705,000

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 9
CANOPY COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL METHODOLOGY

Assessment Area 3 - Series 2018A-3

Product Types	No. of Units *	Net Annual Assessment Per Unit	Gross Annual Assessment Per Unit (1)	Par Debt Per Unit
Single Family - 20'	29	$419	$450	$5,467
Single Family - 30'	21	$512	$550	$6,682
Single Family - 30' (20 - 29)	120	$326	$350	$4,252
Single Family - 30' (Attached)	69	$419	$450	$5,467
Single Family - 40'	103	$605	$650	$7,896
Single Family - 40' (Attached)	12	$512	$550	$6,682
Single Family - 50'	125	$698	$750	$9,111
Single Family - 60'	120	$791	$850	$10,326
Single Family - 70'	17	$930	$1,000	$12,148
Single Family - 80'	35	$930	$1,000	$12,148
Totals	651			

(1) This amount includes 7% collection fees and early payment discounts when collected on the Leon County Tax Bill.
(2) The Series 2018A-3 Assessments will be interest only until Fiscal Year 2022
(3) The annual debt and par debt assessments will be assigned based upon amounts in above chart as property is platted until the Series 2018A-3 Bonds are fully absorbed.
* Unit mix is subject to change based on marketing and other factors

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TABLE 10
CANOPY COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL METHODOLOGY

Parcel ID #	Owner	Lot/Block	Units	Lot Size	Assessment Area	Acres	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Assessment	Gross Annual Debt Assessment Allocation (1)
111525 D0010	OB HOMES OF TALLAHASSEE LLC	LOT 1 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0020	OB HOMES OF TALLAHASSEE LLC	LOT 2 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0030	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 3 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0040	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 4 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0050	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 5 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0060	STOTTS STACY JACKSON	LOT 6 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0070	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 7 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0080	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 8 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0090	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 9 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0100	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 10 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0110	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 11 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0120	LING JEFFREY	LOT 12 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0130	OB HOMES OF TALLAHASSEE LLC	LOT 13 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0140	OB HOMES OF TALLAHASSEE LLC	LOT 14 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0150	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 15 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0160	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 16 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0170	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 17 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 D0180	HAGENBUCH GREGORY	LOT 18 BLOCK D	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111525 H0010	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 1 BLOCK H	6		Assessment Area 1	N/A	$68,391	$68,391	$4,650	$5,000
111526 B0100	OB HOMES OF TALLAHASSEE	LOT 10 BLOCK B	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 B0110	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 11 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0120	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 12 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0130	SCOTT GENEVIEVE	LOT 13 BLOCK B	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 B0140	PICKARD BETTY T	LOT 14 BLOCK B	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 B0150	WARD JACK D	LOT 15 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0160	OB HOMES OF TALLAHASSEE LLC	LOT 16 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0170	OB HOMES OF TALLAHASSEE LLC	LOT 17 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0180	MILLER DANIELLE ELIZABETH	LOT 18 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0190	PANDIT NIRAJ	LOT 19 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0200	TRAVIS JOSEPH A	LOT 20 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0210	OB HOMES OF TALLAHASSEE LLC	LOT 21 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 B0220	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 22 BLOCK B	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0010	OB HOMES OF TALLAHASSEE LLC	LOT 1 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0020	OSBORNE DOUGLAS F	LOT 2 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0030	OB HOMES OF TALLAHASSEE LLC	LOT 3 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0040	OB HOMES OF TALLAHASSEE LLC	LOT 4 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0050	OB HOMES OF TALLAHASSEE LLC	LOT 5 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850

Parcel ID #	Owner	Lot/Block	Units	Lot Size	Assessment Area	Acres	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Assessment	Gross Annual Debt Assessment Allocation (1)
111526 C0060	OB HOMES OF TALLAHASSEE LLC	LOT 6 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0070	OB HOMES OF TALLAHASSEE LLC	LOT 7 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0080	OB HOMES OF TALLAHASSEE LLC	LOT 8 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 C0090	OB HOMES OF TALLAHASSEE LLC	LOT 9 BLOCK C	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 E0010	PARKER SHERYL K	LOT 1 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0020	REEVES KATHERINE G	LOT 2 BLOCK E	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 E0030	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 3 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0040	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 4 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0050	OB HOMES OF TALLAHASSEE LLC	LOT 5 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0060	ELWOOD ANTON G	LOT 6 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0070	OB HOMES OF TALLAHASSEE LLC	LOT 7 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0080	OB HOMES OF TALLAHASSEE LLC	LOT 8 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0090	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 9 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0100	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 10 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0110	OB HOMES OF TALLAHASSEE LLC	LOT 11 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0120	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 12 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0130	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 13 BLOCK E	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 E0140	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 14 BLOCK E	1	40	Assessment Area 1	N/A	$8,891	$8,891	$605	$650
111526 F0010	RONDON JESUSA	LOT 1 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0020	OB HOMES OF TALLAHASSEE LLC	LOT 2 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0030	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 3 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0040	OB HOMES OF TALLAHASSEE LLC	LOT 4 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0050	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 5 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0060	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 6 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0070	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 7 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0080	OB HOMES OF TALLAHASSEE LLC	LOT 8 BLOCK F	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
111526 F0090	OB HOMES OF TALLAHASSEE LLC	LOT 9 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0100	OB HOMES OF TALLAHASSEE LLC	LOT 10 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0110	OB HOMES OF TALLAHASSEE LLC	LOT 11 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0120	OB HOMES OF TALLAHASSEE LLC	LOT 12 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0130	OB HOMES OF TALLAHASSEE	LOT 13 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0140	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 14 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0150	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 15 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0160	OB HOMES OF TALLAHASSEE LLC	LOT 16 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0170	SNYDER SUSAN J	LOT 17 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0180	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 18 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0190	STOKES PATRICIA A	LOT 19 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0200	OB HOMES OF TALLHASSEE LLC	LOT 20 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0210	OB HOMES OF TALLAHASSEE LLC	LOT 21 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 F0220	OB HOMES OF TALLAHASSEE LLC	LOT 22 BLOCK F	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0010	MACATANGAY RUBEN JR	LOT 1 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0020	RUDD JOHN A	LOT 2 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0030	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 3 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0040	OB HOMES OF TALLAHASSEE LLC	LOT 4 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750

Parcel ID #	Owner	Lot/Block	Units	Lot Size	Assessment Area	Acres	Total Par Debt Allocation Per Acre/Unit	Total Par Debt Allocated	Net Annual Assessment	Gross Annual Debt Assessment Allocation (1)
111526 G0050	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 5 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0060	FLURY JAMES M	LOT 6 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0070	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 7 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0080	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 8 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0090	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 9 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0100	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 10 BLOCK G	1	50	Assessment Area 1	N/A	$10,259	$10,259	$698	$750
111526 G0110	OX BOTTOM MORTGAGE HOLDINGS LLC	LOT 11 BLOCK G	1	60	Assessment Area 1	N/A	$11,627	$11,627	$791	$850
Sub Total Units			93					$965,000	$65,612	$70,550
1114204050000	OX BOTTOM MORTGAGE HOLDINGS LLC	Assessment Area 3	651			349.00	$7,836.68	$2,735,000	$209,375	$225,134
1115204050000	OX BOTTOM MORTGAGE HOLDINGS LLC	Assessment Area 2 (includes Church)	258			55.00	$140,090.91	$7,705,000	$576,927	$620,351
Sub Total Units/Acres			909			404.00		$10,440,000	$786,302	$845,485
Totals			1,002					$11,405,000	$851,913	$916,035

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.
(2) The Series 2018A-2 and Series 2018A-3 Assessments will be interst only until Fiscal Year 2022

Prepared by: Governmental Management Services - Central Florida, LLC

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APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated as of November 1, 2018 is executed and delivered by **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government duly created and existing under the laws of the State of Florida (the "District") and **OX BOTTOM MORTGAGE HOLDINGS, LLC**, a limited liability company duly organized and existing under the laws of the State of Florida (the "Initial Landowner"), joined in by **GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC**, a limited liability company duly organized and existing under the laws of the State of Florida, and any successor dissemination agent serving hereunder pursuant to Section 14 of this Disclosure Agreement (the "Dissemination Agent") and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (the "Trustee") for the Bonds (as defined herein), solely for acknowledging Section 3(b), 12 and 14(e).

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, the District will issue and deliver $11,405,000 in aggregate principal amount of its (i) Special Assessment Bonds, Series 2018A-1, (ii) Special Assessment Bonds, Series 2018A-2, (iii) Special Assessment Bonds, Series 2018A- 3, and (iv) Special Assessment Bonds, Series 2018A-4 (collectively, the "Bonds") pursuant to that certain Master Trust Indenture dated as of November 1, 2018 (the "Master Indenture"), as supplemented and amended from time to time, particularly as supplemented by that certain (i) First Supplemental Trust Indenture, (ii) Second Supplemental Trust Indenture, and (iii) Third Supplemental Trust Indenture, each dated as of November 1, 2018, and each between the District and the Trustee (collectively, the "Supplemental Indentures" and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2018 -01 and 2018-07 adopted by the District on October 23, 2017 and May 1, 2018, respectively, authorizing the issuance of the Bonds.

B. The District will apply the proceeds of the Bonds to: (a) paying all or a portion of the costs of the Series 2018A Project, (b) paying certain capitalized interest on the Bonds, (c) funding the respective Debt Service Reserve Accounts for the Bonds, and (d) paying the costs of issuance of the Bonds.

C. The District has authorized the preparation and distribution of the Amended and Restated Preliminary Limited Offering Memorandum dated October 18, 2018, with respect to the Bonds (the "Preliminary Limited Offering Memorandum") and, on or before the date of the Preliminary Limited Offering Memorandum, the District deemed that the Preliminary Limited Offering Memorandum was final within the meaning of the Rule (as defined herein).

D. Upon the initial sale of the Bonds to the Participating Underwriter (as defined herein), the District authorized the preparation and distribution of the Limited Offering Memorandum dated October 31, 2018 with respect to the Bonds (the "Limited Offering Memorandum").

E. As a condition precedent to the initial purchase of the Bonds by the Participating Underwriter in accordance with the terms of the Bond Purchase Agreement dated October 31, 2018, by and between the Participating Underwriter and the District, and in compliance with the Participating Underwriter's obligations under the Rule, the District and the Initial Landowner have agreed to undertake for the benefit of the holders of the Bonds, to provide certain annual financial information and notice of the occurrence of certain events as set forth in this Disclosure Agreement.

F. 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 in this Disclosure Agreement prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

NOW THEREFORE, in consideration of the purchase of the Bonds by the Participating Underwriter and the mutual promises and agreements made in this Disclosure Agreement, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the District and the Initial Landowner do hereby certify and agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part of this Disclosure Agreement.

2. Definitions.

(a) For the purposes of this Disclosure Agreement, all capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meanings ascribed to such term in the Indenture and the Limited Offering Memorandum, as applicable.

(b) In addition to the terms defined elsewhere in this Disclosure Agreement, the following terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Filing" means any annual report provided by the District pursuant to and as described in Sections 4 and 5 of this Disclosure Agreement.

"Annual Filing Date" means the date by which the Annual Filing is to be filed with the Repository, which is each March 31st after the close of the Fiscal Year, commencing with the Fiscal Year ended September 30, 2019; provided, however, if March 31st falls on a day that is not a Business Day the Annual Filing Date will be the first Business Day after March 31st.

"Annual Financial Information" means annual financial information as such term is used in paragraph (f)(9) of the Rule and specified in Sections 5(a) and (b) of this Disclosure Agreement.

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

"Audited Financial Statements" means the financial statements (if any) of the District for the prior Fiscal Year, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, as in effect from time to time.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks are required or authorized by law or executive order to close, (b) a day on which the New York Stock Exchange is closed or (c) a day when the Obligated Person is required or authorized to be closed.

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

"Disclosure Representative" means (a) as to the District, 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 Filings to the Dissemination Agent; (b) as to the Initial Landowner (as defined herein), the individual executing this Disclosure Agreement on behalf of the Initial Landowner or such person(s) as the Initial Landowner shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing Filings to the Dissemination Agent; and (c) as to any Successor Landowner (as defined herein), such person(s) as the Successor Landowner shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing Filings to the Dissemination Agent.

"Dissemination Agent" means Governmental Management Services - Central Florida**,** LLC, a limited liability company duly organized and existing under the laws of the State of Florida, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and Trustee a written acceptance of such designation.

"District Manager" means Governmental Management Services – Central Florida, LLC or the person or entity serving as District Manager from time to time.

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

"Filing" means, as applicable, any Annual Filing, Quarterly Filing, Notice Event Filing, Voluntary Filing or any other notice or report made public under this Disclosure Agreement.

"Fiscal Year" means the fiscal year of the District, which currently is the twelve-month period commencing on October 1 and ending on September 30 of the following year or such other twelve month period designated by the District, from time to time, to be its fiscal year.

"Landowner" means any owner of lands within the District subject to a minimum of twenty percent (20%) of Assessments, including the Initial Landowner and any Successor Landowner.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Notice Event" means an event listed in Sections 8(a), (b), (c) or (d) of this Disclosure Agreement.

"Notice Event Filing" means any disclosure provided to the Dissemination Agent by the District or Landowner pursuant to Section 8 of this Disclosure Agreement.

"Obligated Person" means, with respect to the Bonds, the District, each Landowner and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The District and the Initial Landowner each confirm that as of the date of this Disclosure Agreement it is an Obligated Person with respect to the Bonds. In addition, each Successor Landowner will be an Obligated Person with respect to the Bonds.

"Participating Underwriter" means MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing" means any quarterly report provided by the Landowner or its successors or assigns pursuant to and as described in Sections 6 and 7 of this Disclosure Agreement.

"Quarterly Filing Date" means January 31 (for each calendar quarter ending December 31 of the prior year), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter commencing with the calendar quarter ending December 31, 2018. Notwithstanding the prior sentence, should any January 31, April 30, July 31, or October 31 fall on a day that is not a Business Day the Quarterly Filing Date will be the first Business Day immediately following such date.

"Repository" means 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 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 of this Disclosure Agreement, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at http://emma.msrb.org.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934.

"SEC" means the United States Securities and Exchange Commission.

"Successor Landowner" means any Landowner other than the Initial Landowner.

"Third-Party Beneficiary" shall have the meaning specified in Section 3(b) of this Disclosure Agreement.

"Unaudited Financial Statements" means the financial statements (if any) of the District for the prior Fiscal Year which have not been certified by an independent auditor.

"Voluntary Filing" means the information provided to the Dissemination Agent by the District or the Landowner pursuant to Section 9 of this Disclosure Agreement.

3. Scope of this Disclosure Agreement.

(a) The District and the Landowner have agreed to enter into this Disclosure Agreement and undertake the disclosure obligations hereunder, at the request of the Participating Underwriter and as a condition precedent to the Participating Underwriter's original purchase of the Bonds, in order to assist the Participating Underwriter with compliance with the Rule. The disclosure obligations of the District and the Landowner under this Disclosure Agreement relate solely to the Bonds. Such disclosure obligations are not applicable to any other securities issued or to be issued by the District, whether issued for the benefit of the District or otherwise, nor to any other securities issued by or on behalf of the District.

(b) Neither this Disclosure Agreement, nor the performance by the District, the Landowner or the Dissemination Agent of their respective obligations hereunder, shall create any third-party beneficiary rights, shall be directly enforceable by any third-party, or shall constitute a basis for a claim by any person except as expressly provided in this Disclosure Agreement and except as required by law, including, without limitation, the Rule; provided, however, the Participating Underwriter, the Trustee and each Beneficial Owner are hereby made third-party beneficiaries of this Disclosure Agreement (collectively, and each respectively, a "Third-Party Beneficiary") and shall have the right to enforce the obligations of the parties hereunder pursuant to Section 12 of this Disclosure Agreement.

(c) This Disclosure Agreement shall terminate upon: (i) the defeasance, redemption or payment in full of all Bonds, in accordance with the Indenture, as amended, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the District to the effect that continuing disclosure is no longer required under the Rule as to the Bonds. In addition, the Landowner's obligations under this Disclosure Agreement shall also terminate at such time as it is no longer a Landowner. If such termination occurs prior to the final maturity of the Bonds, the Landowner shall give notice of such termination in accordance with Section 8(d)(ii) of this Disclosure Agreement.

4. Provision of Annual Filings.

(a) The District shall annually provide an electronic copy of the Annual Filing to the Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Filing, and no later than the Annual Filing Date, the Dissemination Agent shall provide the Annual Filing to the Repository, in an electronic format as prescribed by the MSRB. The Annual Filing may be submitted by the District to the Dissemination Agent as a

single document or as separate documents composing a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement.

(b) If on the fourteenth (14th) calendar day prior to each Annual Filing Date, the Dissemination Agent has not received a copy of the Annual Filing, 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 Filing pursuant to Section 4(a) of this Disclosure Agreement. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Filing in accordance with Section 4(a) of this Disclosure Agreement on or before the Annual Filing Date, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Filing within the time required under this Disclosure Agreement, state the date by which the Annual Filing for such year is expected to be provided and instruct the Dissemination Agent that a Notice Event as described in Section 8(b)(i) will occur and to send a Notice Event Filing in a timely manner to any Repository in an electronic format as prescribed by the MSRB in substantially the form attached to this Disclosure Agreement as EXHIBIT A. If the Dissemination Agent has not received either (i) the Annual Filing by 5:00 p.m. on the Annual Filing Date, or (ii) notice from the District that it intends to file the Annual Filing by 11:59 p.m. on the Annual Filing Date, the District hereby irrevocably directs the Dissemination Agent, and the Dissemination Agent agrees, to immediately send a Notice Event Filing to the Repository the following Business Day in substantially the form attached hereto as EXHIBIT A without reference to the anticipated filing date for the Annual Filing.

(c) The District may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Dissemination Agent and the Repository in accordance with Section 8(b)(iii) of this Disclosure Agreement, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(d) Each Annual Filing shall contain the information set forth in Section 5 of this Disclosure Agreement.

5. <u>Content of Annual Filings</u>. Each Annual Filing shall contain:

(a) the following Annual Financial Information:

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

(ii) The amount of Assessments collected from property owners during the most recent prior Fiscal Year;

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

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

(v) The balances in all funds, accounts and subaccounts for the Bonds.

(b) if available at the time of such filing, the Audited Financial Statements for the prior Fiscal Year. Pursuant to Section 218.39, Florida Statutes, the District is required to prepare its Audited Financial Statements within nine (9) months after the end of the Fiscal Year, which is after the Annual Filing Date. The District will provide the Unaudited Financial Statements if the Audited Financial Statements are not available on or prior to the Annual Filing Date. If the Audited Financial Statements are not submitted as part of the Annual Filing, then when and if available, the District shall provide an electronic copy of the Audited Financial Statements to the Dissemination Agent for filing with the Repository. The District shall or shall cause the Dissemination Agent to file a Notice Event Filing pursuant to Section 8(b)(i) of this Disclosure Agreement if the District fails to provide the Audited Financial Statements or the Unaudited Financial Statements on or prior to the Annual Filing Date.

(c) if any provision of this Section 5 is amended or waived, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided all in accordance with Section 13(c) of this Disclosure Agreement.

(d) if the accounting principles to be followed in preparing the Audited Financial Statements are amended or waived, a comparison between the Audited Financial Statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles all in accordance with Section 13(d) of this Disclosure Agreement.

(e) if any Annual Financial Information contains modified financial information or operating data, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

Any or all of the items listed above may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

6. Provision of Quarterly Filings.

(a) The Landowner shall provide, quarterly, an electronic copy of the Quarterly Filing to the Dissemination Agent on or before the Quarterly Filing Date for such Quarterly Filing. Promptly upon receipt of an electronic copy of the Quarterly Filing, and no later than the Quarterly Filing Date, the Dissemination Agent shall provide the Quarterly Filing to the Repository, in an electronic format as prescribed by the MSRB. The Quarterly Filing may be submitted as a single document or as separate documents composing a package, and may cross-reference other information as provided in Section 7 of this Disclosure Agreement.

(b) If on the fourteenth (14th) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Filing due on such Quarterly Filing Date, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Landowner of its undertaking to provide

the Quarterly Filing pursuant to Section 6(a) of this Disclosure Agreement. Upon such reminder, the Landowner shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Filing in accordance with Section 6(a) of this Disclosure Agreement, or (ii) instruct the Dissemination Agent in writing that the Landowner will not be able to file the Quarterly Filing within the time required under this Disclosure Agreement, state the date by which such Quarterly Report will be provided, and instruct the Dissemination Agent that a Notice Event as described in Section 8(d)(i) will occur and to send a Notice Event Filing in a timely manner to any Repository in electronic format as prescribed by the MSRB in substantially the form attached to this Disclosure Agreement as EXHIBIT A. If the Dissemination Agent has not received either (i) the Quarterly Filing by 5:00 p.m. on the Quarterly Filing Date, or (ii) notice from the Landowner that it intends to file the Quarterly Filing by 11:59 p.m. on the Quarterly Filing Date, the District hereby irrevocably directs the Dissemination Agent, and the Dissemination Agent agrees, to immediately send a Notice Event Filing to the Repository the following Business Day in substantially the form attached hereto as EXHIBIT A without reference to the anticipated filing date for the Quarterly Filing.

7. Content of Quarterly Filings.

(a) Each Landowners' Quarterly Filing shall contain the following information for the lands in the Development owned by each reporting Landowner, respectively:

(i) A description of the infrastructure improvements and recreational amenities that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) The percentage of the infrastructure financed by the Bonds that has been completed;

(iii) The number of single-family homes planned on property subject to the Assessments;

(iv) The number of single-family homes subject to the Assessments closed with retail end users;

(v) The number of single-family homes subject to the Assessments under contract with retail end users;

(vi) The number of single-family lots subject to the Assessments under contract with builders;

(vii) The number of single-family lots subject to the Assessments closed with builders;

(viii) The estimated date of complete build-out of residential units subject to the Assessments;

(ix) Whether the Landowner has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(x) The status of development approvals for the Development;

(xi) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Landowner's land-use or other plans for the Development;

(xii) Updated plan of finance for the Development (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Landowner, additional mortgage debt, etc.);

(xiii) Any event that would have a material adverse impact on the implementation of the Development plan as described in the Limited Offering Memorandum or on the Landowner's ability to undertake the Development as described in the Limited Offering Memorandum; and

(xiv) if any of the foregoing contains modified financial information or operating data, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

(b) If a Landowner, including the Initial Landowner, sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be a Successor Landowner for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Landowner hereby agrees to require such Successor Landowner to assume the disclosure obligations of the Landowner hereunder for so long as such Successor Landowner is a Landowner hereunder, to the same extent as if such Successor Landowner were a party to this Disclosure Agreement. The Landowner involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. In the event that the Landowner remains a Landowner hereunder following any Transfer, nothing herein shall be construed to relieve the Landowner from its obligations hereunder.

(c) If any provision of this Section 7 is amended or waived, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided, all in accordance with Section 13(c) of this Disclosure Agreement.

(d) if any Quarterly Filing contains modified financial information or operating data, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

Any or all of the items listed above may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

8. <u>Notice Events</u>.

(a) In accordance with the Rule, the District shall or shall cause the Dissemination Agent to file a Notice Event Filing with the Repository, in the appropriate format as prescribed

by the MSRB and in a timely manner not in excess of ten (10) Business Days after the occurrence of any of the following Notice Events with respect to the Bonds:

(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 by the District, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the District (which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District 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 District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);

(xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The District shall or shall cause the Dissemination Agent to file a Notice Event Filing with the Repository, in the appropriate format as prescribed by the MSRB and in a timely manner after the occurrence of any of the following Notice Events with respect to the Bonds:

(i) a failure of the District to provide the Annual Filing, including either the Audited Financial Statements, if available, or the Unaudited Financial Statements, on or before the Annual Filing Date;

(ii) any Event of Default under the Indenture;

(iii) a change in the Annual Filing Date upon change of the Fiscal Year in accordance with Section 4(c) of this Disclosure Agreement;

(iv) any amendment to this Disclosure Agreement in accordance with Sections 13(b) and (d) of this Disclosure Agreement; and

(v) any amendment to the Indenture modifying the rights of the holders of the Bonds.

(c) In accordance with the Rule, each Landowner shall or shall cause the Dissemination Agent to file a Notice Event Filing with the Repository, in the appropriate format as prescribed by the MSRB and in a timely manner not in excess of ten (10) Business Days after the occurrence of any of the following Notice Events with respect to the Landowner:

(i) Release, substitution, or sale of property securing repayment of the Bonds by the Landowner, if material. The sale of any real property securing repayment of the Bonds owned by the Landowner within the District, to a residential end-user, in the ordinary course of the Landowner's respective business shall not be a Notice Event for purposes of this Section 8(c)(i);

(ii) Bankruptcy, insolvency, receivership or similar event of the Landowner (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Landowner 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 Landowner, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Landowner); and

(iii) The consummation of a merger, consolidation, or acquisition involving the Landowner or the sale of all or substantially all of the assets of the Landowner, 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.

(d) The Landowner shall or shall cause the Dissemination Agent to file a Notice Event Filing with the Repository, in the appropriate format as prescribed by the MSRB and in a timely manner, after the occurrence of any of the following Notice Events with respect to the Landowner:

(i) a failure of the Landowner to provide the Quarterly Filing on or before the Quarterly Filing Date; and

(ii) termination of the Landowner 's obligations as a Landowner and Obligated Person under this Disclosure Agreement, if such termination occurs prior to the final maturity of the Bonds, in accordance with Section 3(c) of this Disclosure Agreement.

(e) The District shall promptly notify the Dissemination Agent in writing upon the occurrence of a Notice Event listed in Sections 8(a) or 8(b) and each Landowner shall promptly notify the Dissemination Agent in writing upon the occurrence of a Notice Event listed in Sections 8(c) or 8(d). Such notice shall instruct the Dissemination Agent to report the occurrence of a Notice Event pursuant to Section 8(g) of this Disclosure Agreement and may be accompanied with the text of the disclosure that the District and/or the Landowner desires to make in such Notice Event Filing. Such notice to the Dissemination Agent shall constitute the District and/or Landowner's authorization for the Dissemination Agent to disseminate such information and include the date on which the District and/or the Landowner desires the Dissemination Agent to disseminate the information.

(f) The Dissemination Agent is under no obligation to notify the District, the Landowner or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will instruct the Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made, or (ii) a Notice Event has occurred and provide the Dissemination Agent with instruction in accordance with Section 8(e) herein of this Disclosure Agreement.

(g) The Dissemination Agent shall upon receipt, and no later than the required filing date, promptly file each Notice Event Filing received under Sections 8(a), 8(b), 8(c) and 8(d) of this Disclosure Agreement, unless the District or Landowner provides another date by which to file such Notice Event Filing with the Repository in an electronic format as prescribed by the MSRB.

9. <u>Voluntary Filings</u>.

(a) The District and/or the Landowner may instruct the Dissemination Agent to file information in addition to that which is required by this Disclosure Agreement with the Repository, from time to time (a "Voluntary Filing").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the District and/or the Landowner from disseminating any other information through the Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Filing, in addition to that required by this Disclosure Agreement. If the District and/or the Landowner choose to include any information in any Filing in addition to that which is specifically required by this Disclosure Agreement, the District and/or the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Filing.

(c) Notwithstanding the foregoing provisions of this Section 9, the District and/or the Landowner are under no obligation to provide any Voluntary Filings.

(d) The Dissemination Agent shall upon receipt promptly file each Voluntary Filing received with the Repository in an electronic format as prescribed by the MSRB.

10. Identifying Information. In accordance with the Rule, all documents provided to the Repository pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the Repository.

11. Responsibility for Content of Filings.

(a) The District shall be solely responsible for the content of each of its Filings (or any portion thereof) provided to the Dissemination Agent pursuant to this Disclosure Agreement. Notwithstanding anything to the contrary in this Disclosure Agreement, the District shall have no responsibility (i) for any information provided by the Landowner in connection with such Landowner's Filings, or (ii) to cause the Landowner's Filings to be provided.

(b) The Landowner shall be solely responsible for the content of each of its Filings (or any portion thereof) provided to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not be responsible for reviewing or verifying the accuracy or completeness of any such Filings.

(c) Each Filing distributed by the Dissemination Agent pursuant to Sections 4, 6, 8 or 9 of this Disclosure Agreement shall: (i) be in a form suitable for distributing publicly; (ii) contain the CUSIP numbers of the Bonds; and (iii) be accompanied by identifying information as prescribed by the Repository. Additionally, each Notice Event Filing distributed by the Dissemination Agent pursuant to Section 8 shall be in substantially the form attached to this Disclosure Agreement as EXHIBIT A. Prior to making each Filing, the Dissemination Agent shall determine the name, address, and filing requirements of the Repository. The Dissemination Agent shall be solely responsible for the format of each Filing filed pursuant to this Disclosure Agreement. If an item of information contained in any Filing pursuant to this Disclosure Agreement would be misleading without additional information, the District or the Landowner, as applicable, shall include such additional information as a part of such Filing as may be necessary in order that the Filing will not be misleading in light of the circumstances under which it is made.

(d) Any Filing to be made public pursuant to this Disclosure Agreement may consist of a single document or separate documents composing a package and may incorporate by

reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

(e) Notwithstanding any provision in this Disclosure Agreement to the contrary, nothing in this Disclosure Agreement shall be construed to require the District, the Landowner or the Dissemination Agent to interpret or provide an opinion concerning information made public pursuant to this Disclosure Agreement.

(f) Notwithstanding any provision in this Disclosure Agreement to the contrary, neither the District nor the Landowner shall make public, or direct the Dissemination Agent to make public, information which is not permitted to be publicly disclosed under any applicable data confidentiality or privacy law or other legal requirement.

12. Defaults; Remedies. In the event of a failure of the District, the Disclosure Representative, the Landowner or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the holders 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, the Landowner, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by the Landowner or any other Obligated Person shall not be deemed a default by the District and no default hereunder shall be deemed an Event of Default under the Indenture. The sole remedy under this Disclosure Agreement in the event of any failure of the District, the Disclosure Representative, the Landowner, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

13. Amendment; Waiver.

(a) This Disclosure Agreement shall not be amended or waived except as provided in this Section 13. No modification, amendment, alteration or termination of all or any part of this Disclosure Agreement shall be construed to be, or operate as, altering or amending in any way the provisions of the Indenture.

(b) Notwithstanding any other provision of this Disclosure Agreement, the District, the Landowner and the Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if: (i) the amendment is 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 Obligated Person, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders of the Bonds, as determined by parties unaffiliated with the District and the Landowner, or by approving vote of holders of the Bonds pursuant to the terms of the governing instrument at the time of the amendment. The

District shall or shall cause the Dissemination Agent to file a Notice Event Filing of such amendment or waiver in accordance with Section 8(b)(iv) of this Disclosure Agreement.

(c) If any provision of Section 7 of this Disclosure Agreement is amended or waived, the first Annual Filing or Quarterly Filing containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided, as further provided in Section 7(c).

(d) If the provisions of this Disclosure Agreement specifying the accounting principles to be followed in preparing the Audited Financial Statements are amended or waived, the Annual Filing for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Beneficial Owners of the Bonds to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The District shall or shall cause the Dissemination Agent to file a Notice Event Filing of the change in the accounting principles with the Repository on or before the effective date of any such amendment or waiver in accordance with Section 8(b)(iv) of this Disclosure Agreement.

(e) Notwithstanding the foregoing, the Dissemination Agent shall not be obligated to agree to any amendment expanding its duties or obligations hereunder without its consent thereto.

(f) Notwithstanding the foregoing provisions of this Section 13, the District may amend or waive any provision of this Disclosure Agreement in accordance with this Section 13 without the consent of the Landowner, provided that no amendment to or waiver of the provisions of Section 6 and 7 of this Disclosure Agreement may be made without the consent of any Landowner.

14. <u>Agency Relationship</u>.

(a) The Dissemination Agent agrees to perform such duties as are specifically set forth in this Disclosure Agreement, including, but not limited to determining that each Filing conforms to the requirements of this Disclosure Agreement.

(b) The Dissemination Agent may resign at any time by giving at least thirty (30) days prior written notice thereof to the District. The Dissemination Agent may be removed at any time by written notice to the Dissemination Agent from the District.

(c) In the event the Dissemination Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Dissemination Agent for any reason, the District shall promptly appoint a successor. Notwithstanding any provision to the contrary in this Disclosure Agreement or elsewhere, the District may appoint itself to serve as

Dissemination Agent hereunder. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be appointed the Dissemination Agent.

(d) Any company or other legal entity into which the Dissemination Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Dissemination Agent may be a party or any company to whom the Dissemination Agent may sell or transfer all or substantially all of its agency business shall be the successor Dissemination Agent hereunder without the execution or filing of any paper or the performance of any further act and shall be authorized to perform all rights and duties imposed upon the Dissemination Agent by this Disclosure Agreement, anything in this Disclosure Agreement to the contrary notwithstanding.

(e) The District agrees that the Dissemination Agent is a bona fide agent of the District. At the Dissemination Agent's request and at the expense of the District, the Trustee may deliver to the Dissemination Agent any information or reports that the Trustee has in its possession that are readily available to the Trustee, that the District has a right to request (inclusive of balances, payments, etc.).

15. Miscellaneous. Each of the parties hereto represents and warrants to each other party that it has (a) duly authorized the execution and delivery of this Disclosure Agreement by the officers of such party whose signatures appear on the execution pages hereto, (b) that it has all requisite power and authority to execute, deliver and perform this Disclosure Agreement under applicable law and any resolutions, ordinances, or other actions of such party now in effect, (c) that the execution and delivery of this Disclosure Agreement, and performance of the terms of this Disclosure Agreement, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party or its property or assets is bound, and (d) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Disclosure Agreement, or its due authorization, execution and delivery of this Disclosure Agreement, or otherwise contesting or questioning the issuance of the Bonds.

16. Binding Effect. This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement.

17. **Severability**. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portion was not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

18. 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.

19. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A

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

ATTEST:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, as an Obligated Person

By:_____
Secretary

By:_____
Tom Asbury, Chairperson, Board of Supervisors

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A

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

OX BOTTOM MORTGAGE HOLDINGS, LLC,
as an Obligated Person

By:_____
Behzad Ghazvini
Manager

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A)

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

GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, as Dissemination Agent

By:_____
Name:_____
Title:_____

SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
CANOPY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2018A

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

U.S. BANK NATIONAL ASSOCIATION, as Trustee (solely for acknowledging Sections 3(b), 12 and 14(e))

By:_____
Stacey L. Johnson
Vice President

EXHIBIT A

NOTICE TO REPOSITORY OF THE OCCURRENCE OF [INSERT THE NOTICE EVENT]

Relating to

CANOPY COMMUNITY DEVELOPMENT DISTRICT (Tallahassee, Florida)

$2,225,000 Special Assessment Bonds, Series 2018A-1	**$5,480,000 Special Assessment Bonds, Series 2018A-2**
$2,735,000 Special Assessment Bonds, Series 2018A-3	**$965,000 Special Assessment Bonds, Series 2018A-4**

Originally Issued on November 8, 2018 [CUSIP NUMBERS**)]**

Notice is hereby given by **[CANOPY COMMUNITY DEVELOPMENT DISTRICT (the "District")][[LANDOWNER] (the "Landowner")]**, as an obligated person with respect to the above-referenced bonds, under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**]**.

This Notice is based on the best information available to the **[District][Landowner]** at the time of dissemination hereof and is not guaranteed by the **[District][Landowner]** as to the accuracy or completeness of such information. The **[District][Landowner]** will disseminate additional information concerning **[**NOTICE EVENT**]**, as and when such information becomes available to the **[District][Landowner]**, to the extent that the dissemination of such information would be consistent with the **[District][Landowner]**'s obligation under that certain Continuing Disclosure Agreement dated as of November 1, 2018. **[**Any questions regarding this notice should be directed in writing only to the [District][Landowner]. However, the [District][Landowner] will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the [District][Landowner] in the same manner and to the same recipients as this Notice**]**.

DISCLAIMER: All information contained in this Notice has been obtained by the **[District][Landowner]** from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the **[District][Landowner]** have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting,

communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated: _____

[CANOPY COMMUNITY DEVELOPMENT DISTRICT][LANDOWNER]

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