

RYE RANCH

COMMUNITY DEVELOPMENT DISTRICT

June 7, 2023

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

May 31, 2023

Board of Supervisors
Rye Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Rye Ranch Community Development District will hold a Special Meeting on June 7, 2023 at 5:00 p.m., or as soon thereafter as the matter may be heard, at 6102 162nd Avenue E, Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Supplemental Engineer's Report (Pod B 2023 Project)
4. Presentation of Pod B 2023 Project First Supplemental Special Assessment Methodology Report
5. Consideration of Resolution 2023-15, Authorizing the Issuance of and Awarding the Sale of Its Not to Exceed \$7,500,000 Aggregate Principal Amount of Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B - Assessment Area One), for the Purpose of Financing the Construction and/or Acquisition of the Pod B 2023 Project; Determining the Need for a Negotiated Sale of Such Bonds; Delegating to the Chairman or Vice Chairman of the Board of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to FMSbonds, Inc. by Executing and Delivering a Contract of Purchase; Approving the Form of and Authorizing the Execution of a Supplemental Trust Indenture; Making Certain Findings; Approving Forms of Said Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and the Execution Thereof; Approving the Form of and Authorizing Execution of the Continuing Disclosure Agreement; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Bonds; Providing Certain Other Details with Respect to Said Bonds; and Providing an Effective Date
6. Consideration of Bond Financing Team Funding Agreements
 - A. Pod A
 - B. Pod B

ATTENDEES:

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

- 7. Update: Merger with Northlake Stewardship District
- 8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS
 - June 14, 2023 at 5:00 PM
 - June 21, 2023 at 5:00 PM
 - July 19, 2023 at 5:00 PM

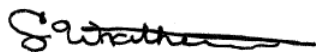
- QUORUM CHECK

SEAT 1	STEPHEN CERVEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	A JOHN FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	SCOTT FALKNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JEFF CERVEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROY COHN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Public Comments
- 10. Board Members' Comments/Requests
- 11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

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**SUPPLEMENTAL ENGINEER'S REPORT
(POD B 2023 PROJECT)**

PREPARED FOR:

BOARD OF SUPERVISORS
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
(the "District")

ENGINEER:

ZNS Engineering, LC
Jeb C. Mulock, PE

June 2023

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT - POD B 2023 PROJECT**

1. INTRODUCTION

The purpose of this report is to provide a description of the first portion of the District's Pod B Project to be known as the "**Pod B 2023 Project.**" This report supplements that certain *Engineer's Report (Bond Validation Version)*, dated March 7, 2022, and *Master Engineer's Report - Pod B 2023 Project*, dated March 2023 (together, "**Master Report**"), the terms of which are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. PROPOSED POD B 2023 PROJECT

The Pod B 2023 Project consists of the acquisition of (1) a portion of the Mulholland Road/CC Road spine road, and related utilities, hardscaping, landscaping, irrigation, etc., extending from the intersection of Pineberry Crossing and CC Road to County Road 675; and (2) water, sewer and reclaim utilities extending from Rye Road to County Road 675 (the "**Pod B 2023 Project**"). The master developer will enter into a completion agreement, agreeing to complete the Pod B 2023 Project in the event that the District does not have sufficient funds from the District's tax-exempt bond issuances.

The Pod B 2023 Project is necessary for the development of what is known as "**Phase 1A**" a/k/a "**Pod B - Assessment Area One.**" The metes and bounds legal description of Pod B - Assessment Area One is set forth in Exhibit A. Pod B - Assessment Area One is planned for the following product types:

PRODUCT TYPES

Product Type	Pod B - Assessment Area One
40'	173
50'	124
TOTAL	297

*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units, unit types and land uses may be incorporated in the future as permitted by applicable development approvals.

Separate and apart from the Pod B 2023 Project, the District will acquire from the Phase 1A developer (the "**Phase 1A Developer**") the balance of the improvements ("**Pod B - Assessment Area One Neighborhood Improvements**") necessary for the development of the planned Pod B - Assessment Area One lots, including:

- Stormwater improvements within Phase 1A
- Roadways within Phase 1A
- Water and wastewater utilities within Phase 1A
- Differential cost of undergrounding conduit within Phase 1A
- Certain Landscape/hardscape/irrigation improvements within Phase 1A
- Conservation areas within Phase 1A
- Professional services
- Offsite improvements, including offsite roadway improvements to County Road 675 for turn lanes for Phase 1A

¹ The District anticipates being merged into a stewardship District, to be known as the Northlake Stewardship District ("**SD**"). Accordingly, upon such merger, the "District" shall refer to the SD.

The Phase 1A Developer will enter into a completion agreement, agreeing to complete the Pod B - Assessment Area One Neighborhood Improvements. It is not anticipated that the District will finance any portion of the Pod B - Assessment Area One Neighborhood Improvements. Note: The Pod B - Assessment Area One Neighborhood Improvements intended to be owned and maintained by Manatee County may be conveyed directly to Manatee County in lieu of conveyance to the District.

The Pod B 2023 Project improvements, together with the Pod B - Assessment Area One Neighborhood Improvements, are the only improvements required for the development of the 297 planned lots for Pod B - Assessment Area One. NOTE: While impact fee credits may be eligible from the construction of the larger Mulholland Road/CC Road and related utilities, which extend beyond the segments that are part of the Pod B 2023 Project, the Developer will agree to fund at its own cost these additional rights-of-way and utilities (estimated to cost \$ _____) in order to offset any limited impact fee credits (estimated to be \$ _____) that would otherwise be generated from the roadway and utility segments that are part of the Pod B 2023 Project.

3. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the Pod B 2023 Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as **Exhibit B**.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the Opinion of Probable Construction Costs for the Pod B 2023 Project, as well as for the Pod B - Assessment Area One Neighborhood Improvements. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing.

COST ESTIMATE

Improvement	Pod B 2023 Project (Portion of Mulholland Road/CC Road & Related Utilities)		Pod B - Assessment Area One Neighborhood Improvements	
	Costs	O&M Entity	Costs	O&M Entity
Stormwater System	\$1,000,000	Manatee County/District	\$2,300,000	Manatee County/District
Public Roadways	\$2,000,000	Manatee County	\$5,400,000	Manatee County
Water and Wastewater Utilities	\$3,500,000	Manatee County	\$5,300,000	Manatee County
Undergrounding of Conduit	\$100,000	District	\$150,000	District
Landscape/Hardscape/Irrigation	\$700,000	District	\$1,600,000	District
Conservation Areas	\$0	District	N/A	N/A
Off-Site Improvements	\$1,000,000	Manatee County	\$1,000,000	Manatee County
Professional Fees	\$100,000	District	\$350,000	District
Contingency	\$600,000	As above	\$1,600,000	As above
TOTAL	\$9,000,000		\$17,700,000	

NOTES:

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.

2. Roadway and landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the Pod B 2023 Project or Pod B - Assessment Area One Neighborhood Improvements.
3. In the District's discretion, all or a portion of the Pod B - Assessment Area One Neighborhood Improvements may be owned and maintained by a property owner's or homeowner's association.
4. In the District's discretion, the District may elect to enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
5. Any Phase 1A clubhouse(s) or recreational facilities constructed for Phase 1A will be privately financed by the Phase 1A Developer and owned by the master property owners' association or the neighborhood homeowners' sub-association.
6. Certain stormwater system improvements, including, but not limited to yard drains, associated improvements and other secondary drainage, certain common areas and certain common area improvements, may be excluded from the Pod B - Assessment Area One Neighborhood Improvements at the District's discretion.

5. CONCLUSIONS

The Pod B 2023 Project will be designed in accordance with current governmental regulations and requirements. The Pod B 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- The estimated cost of the Pod B 2023 Project as set forth herein is reasonable based on prices currently being experienced in Manatee County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Pod B 2023 Project are required by applicable development approvals for the development of the Pod B - Assessment Area One lots;
- The Pod B 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Pod B 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within Pod B - Assessment Area One will receive a special benefit from the Pod B 2023 Project that is at least equal to the costs of the Pod B 2023 Project; and
- The Pod B 2023 Project will function as a system of improvements together with the balance of the Pod B Project.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The Pod B 2023 Project will be owned by the District or other governmental units and such Pod B 2023 Project is intended to be available and will reasonably be available for use by the general public (subject to the District's rules and policies) including nonresidents of the District. All of the Pod B 2023 Project improvements are or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The Pod B 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Pod B 2023 Project, and that is not used as part of the Pod B 2023 Project, such fill may only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the Pod B 2023 Project as presented herein is based on current plans and market conditions which are subject to change. During development and implementation of the public infrastructure

improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Jeb C. Mulock, P.E. Date
FL License No. 64692

DRAFT

EXHIBIT A: Legal Description of Pod B - Assessment Area One
[to be inserted at later date]

DRAFT

EXHIBIT B – Permit Status [UPDATE FOR PHASE 1A AND MULHOLLAND]

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
Rye Ranch – South Wetland JD	SWFWMD	Approved	2/8/2023	42046466.000
Rye Ranch Pod B FDEP 404	FDEP	N/A	N/A	N/A
Rye Ranch Phase IA & IB PSP/FSP/PP/CP	Manatee	Approved	5/17/2023, 5/18/2023, 5/24/2023	PLN2110-0079 / PLN2110-0078
Rye Ranch Phase IA & IB SWFWMD ERP	SWFWMD	Approved	9/21/2022	43040135.006
Rye Ranch Segment 1 Forcemain	Manatee	Approved	8/22/2022	PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Approved	5/10/2023	PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Approved	3/29/2023	43040135.007
Mulholland/Road CC Potable Water Permit	FDEP	Approved	5/25/2023	0133068-1601-DSGP/02
Mulholland/Road CC Wastewater Permit	FDEP	Approved	5/24/2023	CS41-0182186-402-DWC/CM
Mulholland Road/Road CC State 404 General Permit	FDEP	Approved	5/22/2023	0401562-003-SFG
Rye Ranch Pod B Phase 1A & 1B FDEP Wastewater Permit	FDEP	Approved	5/24/2023	CS41-0182186-403-DWC/CM
Rye Ranch Pod B Phase 1A & 1B FDEP Potable Water Permit	FDEP	Approved	5/25/2023	0133068-1602-DS/C
Rye Ranch Pod B Phase 1A Stormwater NPDES	FDEP	Not Yet Submitted	estimated Q3 of 2023	TBD
Rye Ranch Pod B Phase 1A Final Plat	Manatee	Not Yet Submitted	estimated Q3 of 2023	TBD
Rye Ranch Pod B Phase 1A Letter of Map Revision (if applicable)	FEMA	Not Yet Submitted	estimated Q3 of 2023	TBD

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

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RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

Pod B 2023 Project
Preliminary First Supplemental Special Assessment
Methodology Report

June 7, 2023



Provided by:

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Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated March 15, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for Pod B - Assessment Area One (herein, "Pod B – Assessment Area One") of the Rye Ranch Community Development District (the "District") located in unincorporated Manatee County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Pod B Project") contemplated to be provided by the District.

1.2 Scope of the Report

This Supplemental Report presents projections for financing a portion of the District's Pod B Project described in the First Supplemental Engineer's Report (Pod B 2023 Project) prepared by ZNS Engineering, L. C. dated June 2023 (the "Supplemental Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Pod B Project necessary for the development of the Rye Ranch Pod B 2023 Project (the "Pod B 2023 Project").

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Pod B 2023 Project create special benefits for properties within the Pod B – Assessment Area One and general benefits for properties outside of the Pod B – Assessment Area One within the District and outside the borders of the District and to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to property within the Pod B – Assessment Area One. The District's Pod B Project enables properties within the Pod B – Assessment Area One to be developed.

There is no doubt that the general public, property owners, and property outside the Pod B – Assessment Area One will benefit from the provision of the Pod B 2023 Project. However, these benefits

are only incidental since the Pod B 2023 Project is designed solely to provide special benefits peculiar to property within the Pod B – Assessment Area One. Properties outside the Pod B – Assessment Area One are not directly served by the Pod B 2023 Project and do not depend upon the Pod B 2023 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the Pod B – Assessment Area One properties receive compared to those lying outside of the boundaries of the Pod B – Assessment Area One.

The Pod B 2023 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Pod B – Assessment Area One developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Pod B – Assessment Area One to increase by more than the sum of the financed cost of the individual components of the Pod B 2023 Project. Even though the exact value of the benefits provided by the Pod B 2023 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Report

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

Section Three provides a summary of the Pod B 2023 Project as determined by the District Engineer.

Section Four discusses the financing program for the Pod B – Assessment Area One.

Section Five introduces the special assessment methodology for the Pod B – Assessment Area One.

2.0 Development Program

2.1 Overview

The District¹ serves the Rye Ranch development (the "Development" or "Rye Ranch"), a master planned development located in unincorporated Manatee County, Florida and covers approximately 1,368.60 +/- acres of land. The District is generally located south and

¹ The District anticipates being merged into a stewardship district, to be known as the Northlake Stewardship District (the "SD"). Accordingly, upon such merger, the "District" shall refer to the SD.

west of CR 675, east of North Rye Road and north of Upper Manatee River Road. The Pod B – Assessment Area One, which is a portion of the larger Pod B Assessment Area, is comprised of 80.58 +/- acres of land. The metes and bounds legal description of the Pod B – Assessment Area One is set forth in Exhibit “A.”

2.2 The Development Program

The development of Rye Ranch Pod B 2023 Project is anticipated to be conducted by the master developer of Rye Ranch, North Lake Communities, Inc. (the “Developer”). As set forth in the Supplemental Engineer’s Report, the Pod B – Assessment Area One Neighborhood Improvements are anticipated to be constructed by Lennar Homes, LLC or an affiliate. Based upon the information provided by the Developer, the current development plan for the Pod B – Assessment Area One envisions a total of 297 residential dwelling units consisting of 173 Single-Family 40’ units and 124 Single-Family 50’ units developed in one or more stages, although development staging, land use types and unit numbers may change throughout the development period. This development plan cumulatively represents the Pod B – Assessment Area One. Table 1 in the *Appendix* illustrates the development plan for the Pod B – Assessment Area One.

3.0 The Pod B 2023 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Pod B 2023 Project

The Pod B 2023 Project needed to serve the Pod B – Assessment Area One portion of the Development is projected to consist of certain master roadway and utility improvements, including related stormwater improvements, undergrounding of conduit and landscape/hardscape/irrigation improvements, plus professional fees and contingency, all as set forth in more detail in the Supplemental Engineer’s Report.

Even though the installation of the improvements that comprise the Pod B Project, which the Pod B 2023 Project is the first part of, is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that comprise the Pod B Project, including the Pod B 2023 Project, will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another.

Additionally, all of the infrastructure included in the Pod B 2023 Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire Pod B – Assessment Area One and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Pod B 2023 Project are estimated at \$9,000,000. Table 2 in the *Appendix* illustrates the specific components of the Pod B 2023 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Pod B – Assessment Area One. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District.

The District intends to issue its Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) in the estimated principal amount of \$6,310,000* (the "Series 2023 Bonds") to fund an estimated \$5,537,720* in Pod B 2023 Project costs to be expended serving and supporting the development of the Pod B – Assessment Area One, with the balance of the 2023 Project costs anticipated to be contributed by the Developer.

4.2 Types of Bonds Proposed

The proposed supplemental financing plan for the Pod B 2023 Project provides for the issuance of the Series 2023 Bonds in the total estimated principal amount of \$6,310,000* to finance a portion of the Pod B 2023 Project costs in the total amount estimated at

* Preliminary, subject to change

\$5,537,720*. The difference is comprised of funding a debt service reserve account and costs of issuance, including the underwriter's discount.

The Series 2023 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments with interest payments on the Series 2023 Bonds made every May 1 and November 1, and principal payments on the Bonds would be made on every May 1. Preliminary sources and uses of funding for the Series 2023 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2023 Bonds provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the Pod B 2023 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the Pod B – Assessment Area One. General benefits accrue to areas outside the Pod B – Assessment Area One, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the Pod B Pod B 2023 Project. All properties that receive special benefits from the Pod B 2023 Project will be assessed for their fair share of the debt issued in order to finance the Pod B 2023 Project.

It is worth noting that the Pod B 2023 Project involves master roadway and utility improvements that are outside of Pod B - Assessment Area One and arguably extend roadway and utility networks beyond just the Pod B - Assessment Area One lots. However, taking into consideration that (i) only a portion of Mulholland Road/CC Road and related utilities are being financed by the District (and not the entire roadway/utility network), (ii) the Pod B 2023 Project improvements are necessary for the development of Pod B - Assessment Area One to provide immediate access and utilities connections for the planned lots, (iii) an agreement will be in place to require the completion of the Pod B – Assessment Area One Neighborhood Improvements at no cost to the District, (iv) the District's overall capital improvement plan includes substantial

* Preliminary, subject to change

master roads, utilities, etc. that will serve as a system of improvements benefitting all lands within the District well beyond any level of debt assessments that will be levied against District lands, and (v) the Pod B Debt Assessments will be fairly and reasonably allocated based on the benefit derived from just the Pod B 2023 Project and roughly in line with other District debt assessments securing the various portions of the District's capital improvement plan, it is fair and reasonable to assess the cost of the Pod B 2023 Project only against lands within Pod B - Assessment Area One.

5.2 Benefit Allocation

Based upon the information provided by the Developer and the District Engineer, the Pod B – Assessment Area One is anticipated to be developed with a total of 297 residential dwelling units within Pod B - Assessment Area One, although unit numbers and product types may change throughout the development period.

As stated previously, the public infrastructure improvements included in the Pod B 2023 Project have a logical connection to the special and peculiar benefits received by the Pod B – Assessment Area One, as without such improvements, the development of such properties within the Pod B – Assessment Area One would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the designated lands within the Pod B – Assessment Area One, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within the Pod B – Assessment Area One receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the Pod B 2023 Project.

In following the Master Report, this Supplemental Report proposes to allocate the benefit associated with the Pod B 2023 Project in accordance with a standard measure called an Equivalent Residential Unit ("ERU"). Table 4 in the Appendix illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the Pod B – Assessment Area One within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes. For instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of Pod B 2023 Project costs allocated to the units proposed to be developed within the Pod B – Assessment Area One based on the ERU benefit allocation factor present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2023 Bonds, and the approximate costs of the portion of the Pod B 2023 Project costs to be contributed by the Developer, as the case may be. With the Series 2023 Bonds funding an estimated \$5,537,720* in costs of the Pod B 2023 Project, the Developer is anticipated to fund improvements valued at an estimated cost of \$3,462,280* which will not be funded with proceeds of the Series 2023 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the bond assessments securing each series of the Series 2023 Bonds (the "Series 2023 Bond Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

Amenities - No Series 2023 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association or a master property owner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2023 Bond Assessments and would be open to the general public, subject to

* Preliminary, subject to change

District rules and policies. As such, no Series 2023 Bond Assessments will be assigned to the amenities and common areas.

Governmental Property - If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2023 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2023 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Bond Assessments

The Series 2023 Bond Assessments will initially be levied on all of the gross acres of land in the Pod B – Assessment Area One. Consequently, the Series 2023 Bond Assessments will be levied on approximately 80.58 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$6,310,000* will be preliminarily levied on approximately 80.58 +/- gross acres at a rate of \$78,307.27 per acre.

As the land is platted, or other means of identifying lots can be determined, the Series 2023 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Series 2023 Bond Assessments to platted parcels will reduce the amount of Series 2023 Bond Assessments levied on unplatted gross acres within the Pod B – Assessment Area One.

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developer, the Series 2023 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2023 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. These total Series 2023 Bond Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2023 Bond Assessments initially

* Preliminary, subject to change

allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the Pod B – Assessment Area One. The Pod B 2023 Project benefit assessable properties within the Pod B – Assessment Area One and accrue to all such assessable properties on an ERU basis. Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Pod B 2023 Project make the land in the Pod B – Assessment Area One developable and saleable and when implemented jointly as parts of the Pod B 2023 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the Series 2023 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the Pod B – Assessment Area One according to reasonable estimates of the Pod B 2023 Project.

Accordingly, no acre or parcel of property within the Pod B – Assessment Area One will be liened for the payment of Series 2023 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District’s assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units (“ERUs”) as set forth in Table 1 in the Appendix (“Development Plan”). At such time as lands are to be platted (or replatted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, “Proposed Plat”) shall be presented to the District for a “true-up” review as follows:

a. If a Proposed Plat within the Pod B – Assessment Area One results in the same amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the “Remaining Unplatted Developable Lands” within the Pod B – Assessment Area One (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2023 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2023 Bond Assessments to be recorded in the District’s Improvement Lien Book.

b. If a Proposed Plat within the Pod B – Assessment Area One results in a greater amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Pod B – Assessment Area One as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2023 Bond Assessments for all assessed properties within the Pod B – Assessment Area One, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the Pod B – Assessment Area One results in a lower amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Pod B – Assessment Area One as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Series 2023 Bond Assessments originally contemplated to be imposed on the lands

subject to the Proposed Plat, and (ii) the Series 2023 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2023 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the Pod B – Assessment Area One, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Pod B – Assessment Area One, b) the revised, overall development plan showing the number and type of units reasonably planned for within the Pod B – Assessment Area One, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the Pod B – Assessment Area One, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within the Pod B – Assessment Area One, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2023 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the

Pod B – Assessment Area One, any unallocated Series 2023 Bond Assessments shall become due and payable and must be paid prior to the District’s approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Preliminary Assessment Roll

The Series 2023 Bond Assessments in the estimated amount of \$6,310,000* are proposed to be levied as illustrated in Exhibit A. Debt service assessments shall be paid in thirty (30) annual installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Pod B 2023 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Supplemental Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

* Preliminary, subject to change

7.0 Appendix

Table 1

Rye Ranch Community Development District

Pod B Assessment Area One - Development Plan

Product Type	Assessment Area One Number of Units
SF 40'	173
SF 50'	124
Total	297

Table 2

Rye Ranch Community Development District

Pod B Assessment Area One - Project Costs

Improvement	Total Costs
Stormwater System	\$1,000,000
(CDD) Roadways	\$2,000,000
Water and Wastewater Utilities	\$3,500,000
Undergrounding of Conduit	\$100,000
Landscape/ Hardscape/ Irrigation	\$700,000
Conservation Areas	\$0
Off-Site Improvements	\$1,000,000
Professional Fees	\$100,000
Contingency	\$600,000
Total	\$9,000,000

Table 3

Rye Ranch Community Development District

Preliminary Sources and Uses of Funds - Pod B Assessment Area One

Sources

Bond Proceeds:	
Par Amount	\$6,310,000.00
Total Sources	\$6,310,000.00

Uses

Project Fund Deposits:	
Project Fund	\$5,537,720.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$446,080.00
Capitalized Interest Fund	\$0.00
Delivery Date Expenses:	
Costs of Issuance	\$326,200.00
Total Uses	\$6,310,000.00

Table 4

Rye Ranch

Community Development District

Pod B Assessment Area One Benefit Allocation

Product Type	Assessment Area One Number of Units	ERU Weight	Total ERU
SF 40'	173	0.80	138.40
SF 50'	124	1.00	124.00
Total	297		262.40

Table 5

Rye Ranch

Community Development District

Pod B Assessment Area One Cost Allocation

Product Type	Assessment Area One Costs Allocation	Assessment Area One Costs Funded with Bonds	Assessment Area One Costs Funded by Developer
SF 40'	\$4,746,951.22	\$2,920,809.63	\$1,826,141.59
SF 50'	\$4,253,048.78	\$2,616,910.37	\$1,636,138.41
Total	\$9,000,000.00	\$5,537,720.00	\$3,462,280.00

* Allocation based on ERU benefit allocation in Table 4

Table 6

Rye Ranch

Community Development District

Pod B Assessment Area One Bond Assessments Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Total Series 2023 Bond Assessments Apportionment	Series 2023 Bond Assessments Apportionment per Unit	Annual Principal and Interest Payment per Unit on the Bonds	Annual Series 2023 Bond Assessments Payment**
SF 40'	173	\$2,920,809.63	\$3,328,140.24	\$19,237.80	\$1,360.00	\$1,462.37
SF 50'	124	\$2,616,910.37	\$2,981,859.76	\$24,047.26	\$1,700.00	\$1,827.96
Total	297	\$5,537,720.00	\$6,310,000.00			

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Exhibit “A”

Series 2023 Bond Assessments in the estimated amount of \$6,310,000* are proposed to be levied uniformly over the area described below:

* Preliminary, subject to change.

LEGAL DESCRIPTIONS

PARCELS OF LAND BEING LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

PARCEL B-1

COMMENCE AT SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST SECTION LINE OF SAID NORTHEAST QUARTER $N00^{\circ}29'55''E$, A DISTANCE OF 2454.02 FEET; THENCE $N89^{\circ}30'06''W$ LEAVING SAID EAST LINE, A DISTANCE OF 590.88 FEET TO A POINT OF NON-TANGENT CURVATURE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS $N24^{\circ}08'42''W$, HAVING A RADIUS OF 908.00 FEET, A CENTRAL ANGLE OF $13^{\circ}09'40''$ AND AN ARC LENGTH OF 208.57 FEET TO A POINT OF TANGENCY; THENCE $S79^{\circ}00'58''W$ A DISTANCE OF 516.99 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1092.00 FEET, A CENTRAL ANGLE OF $30^{\circ}39'15''$ AND AN ARC LENGTH OF 584.24 FEET; THENCE $S85^{\circ}20'11''W$ A DISTANCE OF 95.22 FEET; THENCE $N50^{\circ}00'23''W$ A DISTANCE OF 374.94 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 658.00 FEET, A CENTRAL ANGLE OF $59^{\circ}42'07''$ AND AN ARC LENGTH OF 685.63 FEET TO A POINT OF TANGENCY; THENCE $N09^{\circ}41'44''E$ A DISTANCE OF 643.17 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1092.00 FEET, A CENTRAL ANGLE OF $34^{\circ}34'07''$ AND AN ARC LENGTH OF 658.85 FEET TO A POINT OF TANGENCY; THENCE $N24^{\circ}52'24''W$ A DISTANCE OF 272.23 FEET; THENCE $N19^{\circ}47'02''E$ A DISTANCE OF 84.29 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS $N34^{\circ}59'28''W$, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF $5^{\circ}59'11''$ AND AN ARC LENGTH OF 89.86 FEET TO A POINT OF TANGENCY; THENCE $N49^{\circ}01'21''E$ A DISTANCE OF 449.93 FEET; THENCE $N80^{\circ}33'36''E$ A DISTANCE OF 214.06 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS $N49^{\circ}01'46''E$, HAVING A RADIUS OF 68829.90 FEET, A CENTRAL ANGLE OF $0^{\circ}31'32''$ AND AN ARC LENGTH OF 631.26 FEET; THENCE $N48^{\circ}30'14''E$ A DISTANCE OF 25.00 FEET TO THE SOUTHWEST RIGHT OF WAY OF RUTLAND ROAD ALSO KNOWN AS COUNTY ROAD NO. 675 ACCORDING FDOT RIGHT-OF-WAY MAP SECTION NO. 1351-201 (1311-201, 1311-101) AND TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS $N48^{\circ}30'14''E$, HAVING A RADIUS OF 68804.90 FEET, A CENTRAL ANGLE OF $0^{\circ}09'11''$ AND AN ARC LENGTH OF 183.90 FEET; THENCE LEAVING SAID SOUTHWEST RIGHT OF WAY, $S48^{\circ}21'03''W$ A DISTANCE OF 25.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS $N48^{\circ}21'03''E$, HAVING A RADIUS OF 68829.90 FEET, A CENTRAL ANGLE OF $0^{\circ}32'31''$ AND AN ARC LENGTH OF 651.07 FEET TO A POINT OF TANGENCY; THENCE $S42^{\circ}11'28''E$ A DISTANCE OF 388.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 68829.24 FEET, A CENTRAL ANGLE OF $0^{\circ}06'41''$ AND AN ARC LENGTH OF 133.85 FEET; THENCE $S47^{\circ}48'28''W$ A DISTANCE OF 673.89 FEET; THENCE $S42^{\circ}49'40''E$ A DISTANCE OF 659.74 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,509,937 SQUARE FEET OR 80.58 ACRES, MORE OF LESS.

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION NO. 2023-15

A RESOLUTION OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF AND AWARDING THE SALE OF ITS NOT TO EXCEED \$7,500,000 AGGREGATE PRINCIPAL AMOUNT OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (POD B – ASSESSMENT AREA ONE), FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION OF THE POD B 2023 PROJECT; DETERMINING THE NEED FOR A NEGOTIATED SALE OF SUCH BONDS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING A CONTRACT OF PURCHASE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE; MAKING CERTAIN FINDINGS; APPROVING FORMS OF SAID BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM AND THE EXECUTION THEREOF; APPROVING THE FORM OF AND AUTHORIZING EXECUTION OF THE CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rye Ranch Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act"), particularly Section 190.016, to issue bonds secured by a pledge of revenues to be derived from special assessments; and

WHEREAS, pursuant to its Resolution No. 2022-26, adopted by the Board of Supervisors of the District (the "Board") on March 7, 2022 (the "Authorizing Resolution"), the District authorized the issuance of not to exceed \$310,000,000 in principal amount of its special assessment revenue bonds (the "Bonds") in separate series, secured from the revenues and issued for the purposes as set forth in said Authorizing Resolution and in the Master Indenture (hereinafter defined); and

WHEREAS, pursuant to the Act, the District now desires to supplement the Authorizing Resolution to authorize the issuance of and award the sale of its Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One), in a principal amount not to exceed \$7,500,000 (the "Pod B 2023 Bonds"), to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Pod B 2023 Bonds; and

WHEREAS, the Board has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Contract of Purchase (the "Contract") for the purchase of the Pod B 2023 Bonds, and the Board has determined that acceptance of such proposal and the sale of the Pod B 2023 Bonds to the Underwriter is in the best interest of the District for the reasons indicated herein; and

WHEREAS, in conjunction with the sale and issuance of the Pod B 2023 Bonds, it is necessary to approve the form of Supplemental Indenture, to approve the form of the Pod B 2023 Bonds and to provide for various other matters with respect to the issuance of the Pod B 2023 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

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

SECTION 2. Authorization. The Pod B 2023 Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed \$7,500,000. The Pod B 2023 Bonds shall be issued under and secured by that Master Trust Indenture to be dated as of the first day of the month in which Bonds are issued thereunder (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association (the "Trustee"), as supplemented with respect to the Pod B 2023 Bonds by a Supplemental Trust Indenture (the "Supplemental Indenture" and, collectively with the Master Indenture, the "Indenture"), to be dated as of the first day of the month in which the Pod B 2023 Bonds are issued, by and between the District and the Trustee. The proceeds of the Pod B 2023 Bonds shall be used for the purposes set forth in the Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto. The Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District, and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The authorization and approval of the form of the Master Indenture pursuant to the Authorizing Resolution is hereby ratified and confirmed, subject to any amendments or supplements thereto with respect to the Pod B 2023 Bonds contained in the Supplemental Indenture. The appointment of U.S. Bank Trust Company, National Association as Trustee under the Master Indenture is hereby ratified and confirmed, and the Trustee is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Pod B 2023 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Pod B 2023 Bonds at presently favorable interest rates, and because the nature of the security for the Pod B 2023 Bonds and the sources of payment of

debt service on the Pod B 2023 Bonds require the participation of the Underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided, however, that (i) the average net interest cost rate on the Pod B 2023 Bonds shall not exceed the rate computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Pod B 2023 Bonds are sold, as provided in Section 215.84(3), Florida Statutes, (ii) the Underwriter's discount shall not exceed 2.00% of the original principal amount of the Pod B 2023 Bonds, (iii) the Pod B 2023 Bonds shall be subject to optional redemption as provided in the Contract, and (iv) the final maturity date of the Pod B 2023 Bonds shall be no later than the maximum term allowed by Florida law, which is currently thirty years of principal amortization. Execution by the Chairman or Vice Chairman of the Contract shall be deemed to be conclusive evidence of approval of such changes.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Pod B 2023 Bonds. If, between the date hereof and the mailing of the Preliminary Limited Offering Memorandum, it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved, and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the Contract and to deliver the same to the Underwriter for use by the Underwriter in connection with the sale and distribution of the Pod B 2023 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with only such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the Pod B 2023 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval of such changes. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Pod B 2023 Bonds.

SECTION 7. Form of Pod B 2023 Bonds. The Pod B 2023 Bonds shall be in substantially the form set forth as an exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing such Pod B 2023 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Pod B 2023 Bonds (by manual

or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Pod B 2023 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the Pod B 2023 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute the Disclosure Document on behalf of the District in substantially the form attached hereto, with such additions, deletions, and other changes thereto as may be necessitated by applicable law, this Resolution and the Contract or as such officers executing the Disclosure Document may otherwise approve (such approval to be conclusively evidenced by their execution of the Disclosure Document). Wrathell, Hunt and Associates, LLC, is hereby appointed the initial dissemination agent.

SECTION 9. The Pod B 2023 Project. Proceeds of the Pod B 2023 Bonds shall be applied in the manner and deposited to the funds and accounts set forth in the Supplemental Indenture, for the principal purpose of financing the construction and/or the acquisition by the District of the Pod B 2023 Project (as defined in the Supplemental Indenture). The Pod B 2023 Project is hereby deemed to constitute a "Project" under the Master Indenture.

SECTION 10. Assessment Methodology Report. The Board hereby authorizes the inclusion of the "Pod B Project" Master Special Assessment Methodology Report dated March 15, 2023, as supplemented by the Preliminary First Supplemental Special Assessment Methodology Report, each prepared by Wrathell, Hunt and Associates, LLC (collectively, the "Assessment Methodology Report"), within the Preliminary Limited Offering Memorandum, and further authorizes modifications to the Assessment Methodology Report following Board adoption of the same as such modifications are determined to be appropriate in connection with the issuance of the Pod B 2023 Bonds.

SECTION 11. Engineer's Report. The Board hereby authorizes the inclusion of the Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District, dated March 2023, as supplemented by the report entitled First Supplemental Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District, each prepared by ZNS Engineering, L.C. (collectively, the "Engineer's Report"), within the Preliminary Limited Offering Memorandum, and further authorizes modifications to the Engineer's Report following Board adoption of the same if such modifications are determined to be appropriate in connection with the issuance of the Pod B 2023 Bonds.

SECTION 12. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Pod B 2023 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 13. Other Actions. The Chairman, the Vice Chairman, the Secretary and any Assistant Secretary of the District, and any authorized designee thereof (collectively, the "District Officers"), Bond Counsel, District Counsel, and any other consultant or experts retained by the

District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Pod B 2023 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary for the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Pod B 2023 Bonds, any documents required in connection with implementation of a book-entry system of registration, any investment agreements relating to the investment of the proceeds of the Pod B 2023 Bonds, and any agreements in connection with maintaining the exclusion of interest on the Pod B 2023 Bonds from gross income from the holders thereof). All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

SECTION 14. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Pod B 2023 Bonds are hereby approved, confirmed and ratified.

SECTION 15. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 16. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 17. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank.]

ADOPTED this __ day of June, 2023.

**RYE RANCH COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

By: _____
Chairman, Board of Supervisors

Attest:

By: _____
Secretary

EXHIBIT A

FORM OF SUPPLEMENTAL TRUST INDENTURE

[SECOND] SUPPLEMENTAL TRUST INDENTURE

between

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
(MANATEE COUNTY, FLORIDA)**

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Dated as of [_____] 1, 2023

**Authorizing and Securing
\$[_____]
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(POD B – ASSESSMENT AREA ONE)**

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THIS [SECOND] SUPPLEMENTAL TRUST INDENTURE (the "Supplemental Trust Indenture"), dated as of [_____] 1, 2023 between the RYE RANCH COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, 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 TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Supplemental Trust Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

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") created pursuant to Ordinance No. 22-12 enacted by the Board of County Commissioners of Manatee County, Florida (the "County"), on February 8, 2022, for the purposes of delivering community development services and facilities to property to be served by the Issuer; and

WHEREAS, the premises governed by the Issuer (the "District Lands") (as further described in Exhibit A attached to the hereinafter-defined Master Indenture) currently consist of approximately 1,368.60 gross acres of land located entirely within the County; 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 multiple phases, the acquisition and/or construction of public infrastructure improvements and community facilities as set forth in the Act for the special benefit of the District Lands (the "Project"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") has previously adopted Resolution No. 2022-26 on March 7, 2022 (the "Authorizing Resolution"), authorizing the issuance of not to exceed \$310,000,000 in aggregate principal amount of its Special Assessment Bonds (the "Bonds") to finance all or a portion of the planning, design, acquisition and construction costs of the Project pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a Master Indenture by and between the Issuer and the Trustee to be dated as of the first day of the month in which Bonds are issued thereunder (the "Master Indenture"); and

WHEREAS, pursuant to the Authorizing Resolution, as supplemented by Resolution No. 2023-[__] adopted by the Board of the Issuer on June [__], 2023, the Issuer has authorized the issuance, sale and delivery of its \$_____ Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"), as a Series of Bonds under the Master Indenture, and has further authorized the execution and delivery of this Supplemental Trust Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Pod B 2023 Bonds and to set forth the terms of the Pod B 2023 Bonds; and

WHEREAS, the Board of the Issuer has duly adopted Resolution No. 2023-[__] pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the Pod B 2023 Project (hereinafter defined), defining the portion of the Cost of the Pod B 2023 Project with respect to which Pod B 2023 Special Assessments (hereinafter defined) will be imposed and the manner in which such Pod B 2023 Special Assessments shall be levied against such benefited property within the District Lands, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Pod B 2023 Special Assessments may be heard as to the propriety and advisability of undertaking the Pod B 2023 Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the Pod B 2023 Project, and stating the intent of the District to issue the Pod B 2023 Bonds (as herein defined) secured by such Pod B 2023 Special Assessments to finance the costs of the acquisition and construction of the Pod B 2023 Project and the Board of the District has duly adopted Resolution No. 2023-[__], following a public hearing conducted in accordance with the Act, to fix and establish the Pod B 2023 Special Assessments and the benefited property against which such Pod B 2023 Special Assessments will be levied (collectively the "Assessment Resolution"); and

WHEREAS, Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), is the primary landowner of lands in the Development, including the approximately 139.42 acres located within "Pod B" of the District Lands, which is planned to contain approximately 533 residential units ("Pod B");

WHEREAS, the Pod B 2023 Special Assessments will initially be levied on approximately 80.58 gross acres within the first phase of land development within Pod B, which is planned to contain approximately 297 residential units ("Pod B – Assessment Area One); and

WHEREAS, North Lake Communities, Inc., a Florida corporation [and an affiliate of the Master Landowner] (the "Master Developer"), is serving as the master developer of the District Lands and will construct or cause to be constructed all of the master and offsite public infrastructure necessary to serve Pod B – Assessment Area One (such public infrastructure being further described in **Exhibit A** attached hereto and being herein referred to as the "Pod B 2023 Project"); and

WHEREAS, in the manner provided herein, the net proceeds of the Pod B 2023 Bonds will be used for the purposes of (i) providing funds to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Pod B 2023 Project, (ii) funding a deposit to the Pod B 2023 Reserve Account in the amount of the Pod B 2023 Reserve Requirement, and (iii) paying the costs of issuance of the Pod B 2023 Bonds; and

WHEREAS, the Pod B 2023 Bonds will be secured by a pledge of Pod B 2023 Pledged Revenues (as herein defined) to the extent provided herein.

NOW, THEREFORE, THIS SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that to provide for the issuance of the Pod B 2023 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 Pod B 2023 Bonds, and for and in consideration of the mutual covenants herein

contained and of the purchase and acceptance of the Pod B 2023 Bonds by the Holders 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 U.S. Bank Trust Company, National Association, as 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 Pod B 2023 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Pod B 2023 Bonds issued hereunder, 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, to the extent the same may be lawfully granted, 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 with respect to the Pod B 2023 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Holders of the Pod B 2023 Bonds issued and to be issued under this Supplemental Trust Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Supplemental Trust Indenture) of any one Pod B 2023 Bond over any other Pod B 2023 Bond, all as provided in the Indenture.

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 Pod B 2023 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Pod B 2023 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 Supplemental Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Supplemental Trust Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, 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 Agreement by and between the District and the [Master Developer] regarding the acquisition of certain work product, improvements and real property dated [_____], 2023.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated [_____], 2023, relating to certain restrictions on arbitrage under the Code with respect to the Pod B 2023 Bonds.

"Assessment Resolutions" shall mean Resolution Nos. 2023-___, 2023-___ of the Issuer adopted on _____, 2023 and _____, 2023, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Pod B 2023 Bonds, on the date of issuance denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner (as hereinafter defined) does not purchase at least \$100,000 of the Pod B 2023 Bonds at the time of initial delivery of the Pod B 2023 Bonds, such Beneficial Owner must either execute and deliver to the Issuer and the Underwriter on the date of delivery of the Pod B 2023 Bonds the investor letter in the form attached hereto as **Exhibit D** or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Collateral Assignment" shall mean the certain rights granted on instruments executed by the [Master Developer] in favor of the Issuer whereby certain of the material documents necessary to complete the [Pod B 2023 Project] are collaterally assigned to the Issuer as security for the Master Landowner's and any subsequent landowners' obligation to pay the Pod B 2023 Special Assessments imposed against lands within Pod B – Assessment Area One owned by the Developer from time to time.

"Completion Agreement" shall mean the Agreement between the District and the Master Developer regarding the completion of the Pod B 2023 Project dated [_____], 2023.

"Condition for Reduction of Reserve Requirement" with respect to the Pod B 2023 Bonds shall mean collectively (i) all of the principal portion of the Pod B 2023 Special Assessments has been assigned to residential units that have been constructed and each has received a certificate of occupancy, and (ii) there shall be no Events of Default under the Indenture with respect to the Pod B 2023 Bonds, each as certified by the District Manager. The District shall present the Trustee with the certifications of the District Manager regarding the satisfaction of Condition for Reduction of Reserve Requirement, and the Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Pod B 2023 Bonds, dated [_____], 2023, by and among the Issuer, the dissemination agent named therein, and the [Master Landowner], in connection with the issuance of the Pod B 2023 Bonds.

"Declaration of Consent" shall mean that certain instrument executed by the Master Landowner declaring consent to the jurisdiction of the District and the imposition of the Pod B 2023 Special Assessments.

"Defeasance Securities" shall mean, with respect to the Pod B 2023 Bonds, to the extent permitted by law, (a) cash deposits, and (b) direct obligations of the United States of America

(including obligations issued or held in book entry form on the books of the Department of Treasury) which are non-callable and non-prepayable.

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

"Indenture" shall mean collectively, the Master Indenture and this Supplemental Trust Indenture.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing [November 1, 2023].

"Majority Holders" means the Beneficial Owners of more than fifty percent (50%) in aggregate principal amount of the Outstanding Pod B 2023 Bonds.

"Master Developer" shall mean North Lake Communities, Inc., a Florida corporation, and its successors and assigns.

"Master Indenture" shall mean the Master Trust Indenture, dated as of [_____] 1, 2023, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Pod B 2023 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Pod B 2023 Bonds as specifically defined in this Supplemental Trust Indenture).

"Master Landowner" shall mean Rye Ranch, LLC, and its successors and assigns.

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

"Pod B 2023 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 Supplemental Trust Indenture.

"Pod B 2023 Bond Redemption Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Supplemental Trust Indenture.

"Pod B 2023 Bonds" shall mean the \$[_____] aggregate principal amount of Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Supplemental Trust Indenture and secured and authorized by the Master Indenture and this Supplemental Trust Indenture.

"Pod B 2023 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Supplemental Trust Indenture.

"Pod B 2023 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Pod B 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Supplemental Trust Indenture.

"Pod B 2023 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 Supplemental Trust Indenture.

"Pod B 2023 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Pod B 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Supplemental Trust Indenture.

"Pod B 2023 Pledged Revenues" shall mean with respect to the Pod B 2023 Bonds (a) all revenues received by the Issuer from Pod B 2023 Special Assessments levied and collected on the assessable lands within Pod B – Assessment Area One subject to the Pod B 2023 Special Assessments, benefited by the Pod B 2023 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Pod B 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Pod B 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Pod B 2023 Bonds; provided, however, that Pod B 2023 Pledged Revenues shall not include (A) any moneys transferred to the Pod B 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Pod B 2023 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(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).

"Pod B 2023 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Pod B 2023 Special Assessments being prepaid pursuant to Section 4.05 of this Supplemental Trust Indenture or as a result of an acceleration of the Pod B 2023 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Pod B 2023 Special Assessments are being collected through a direct billing method.

"Pod B 2023 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Pod B 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Supplemental Trust Indenture.

"Pod B 2023 Project" shall mean the public infrastructure improvements described in **Exhibit A** attached hereto.

"Pod B 2023 Rebate Account" shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this Supplemental Trust Indenture.

"Pod B 2023 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 Supplemental Trust Indenture.

"Pod B 2023 Reserve Requirement" or "Reserve Requirement" shall (i) fifty percent (50%) of the maximum annual debt service on the Pod B 2023 Bonds as calculated from time to time; and (ii) upon the occurrence of the Condition for Reduction of Reserve Requirement, ten percent (10%) of the maximum annual debt service on the Pod B 2023 Bonds as calculated from time to time. Upon satisfaction of the Condition for Reduction of Reserve Requirement, such excess amount shall be released from the Pod B 2023 Reserve Account and transferred to the Pod B 2023 Acquisition and Construction Account in accordance with the provisions of Sections 4.01(a) and 4.01(f) hereof. For the purpose of calculating the Pod B 2023 Reserve Requirement, fifty percent (50%) of maximum annual debt service or ten percent (10%) of maximum annual debt service, as the case may be, shall be calculated as of the date of the original issuance and delivery and recalculated in connection with each extraordinary mandatory redemption of the Pod B 2023 Bonds from Pod B 2023 Prepayment Principal as set forth herein (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Pod B 2023 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Pod B 2023 Prepayment Subaccount in accordance with the provisions of Sections 4.01(f) and 4.05(a) hereof. Amounts on deposit in the Pod B 2023 Reserve Account may, upon final maturity or redemption of all Outstanding Pod B 2023 Bonds, be used to pay principal of and interest on the Pod B 2023 Bonds at that time. Initially, the Pod B 2023 Reserve Requirement shall be equal to [\$_____].

"Pod B 2023 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 Supplemental Trust Indenture.

"Pod B 2023 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 Supplemental Trust Indenture.

"Pod B 2023 Special Assessments" shall mean the Special Assessments levied on the assessable lands within Pod B – Assessment Area One as a result of the Issuer's acquisition and/or construction of the Pod B 2023 Project, corresponding in amount to the debt service on the Pod B 2023 Bonds and designated as such in the methodology report relating thereto.

"Pod B – Assessment Area One" shall mean the approximately 80.58 gross acres of land within the first phase of development Pod B, which are planned to contain approximately 297 residential units.

"Prepayment" shall mean the payment by any owner of property of the amount of Pod B 2023 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Pod B 2023 Special Assessments. "Prepayments" shall include, without limitation, Pod B 2023 Prepayment Principal.

"Project" shall mean all of the public infrastructure deemed necessary for the development of the District including, but not limited to, the Pod B 2023 Project.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Pod B 2023 Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this Supplemental Trust Indenture.

"Registrar" shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of an Pod B 2023 Bond is to be paid.

"Resolution" shall mean, collectively, (i) Resolution No. 2022-26 of the Issuer adopted on March 7, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$310,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of the Project, and (ii) Resolution No. 2023-[__] of the Issuer adopted on June [__], 2023 (the "Delegation Resolution"), pursuant to which the Issuer authorized, among other things, the issuance of the Pod B 2023 Bonds to pay a portion of the costs of the planning, financing, the acquisition, construction, equipping and installation of the Pod B 2023 Project, specifying the details of the Pod B 2023 Bonds and awarding the Pod B 2023 Bonds to the purchasers of the Pod B 2023 Bonds.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Pod B 2023 Special Assessments have been assigned to residential units within Pod B – Assessment Area One that have received certificates of occupancy. The District shall present the Trustee with a certification that the Pod B 2023 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Pod B 2023 Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the Agreement dated [_____], 2023, by and between the Issuer and the Master Landowner relating to the true-up of Pod B 2023 Special Assessments.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Pod B 2023 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Pod B 2023 Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II
THE POD B 2023 BONDS

SECTION 2.01. Amounts and Terms of Pod B 2023 Bonds; Issue of Pod B 2023 Bonds. No Pod B 2023 Bonds may be issued under this Supplemental Trust 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 Pod B 2023 Bonds that may be issued under this Supplemental Trust Indenture is expressly limited to \$[_____]. The Pod B 2023 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Pod B 2023 Bonds shall be issued substantially in the form attached hereto as **Exhibit B**, 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. The Issuer shall issue the Pod B 2023 Bonds upon execution of this Supplemental Trust Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Pod B 2023 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Pod B 2023 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Pod B 2023 Bonds shall be authenticated as set forth in the Master Indenture. No Pod B 2023 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 Pod B 2023 Bonds.

(a) The Pod B 2023 Bonds are being issued hereunder in order to provide funds for the purposes of (i) paying a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Pod B 2023 Project, (ii) funding a deposit to the Pod B 2023 Reserve Account in the amount of the Pod B 2023 Reserve Requirement, and (iii) paying the costs of issuance of the Pod B 2023 Bonds. The Pod B 2023 Bonds shall be designated "Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One)" and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Pod B 2023 Bonds shall be dated as of the date of initial delivery. Interest on the Pod B 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Pod B 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November 1, 2023], in which case from the date of initial delivery 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 Supplemental Trust Indenture in connection with a book-entry-only system of registration of the Pod B 2023 Bonds, the principal or Redemption Price of the Pod B 2023 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 Pod B 2023 Bonds. Except as otherwise provided in Section 2.07 of this Supplemental Trust Indenture in connection with a book entry only system of registration of the Pod B 2023 Bonds, the payment of interest on the Pod B 2023 Bonds shall be made on each Interest Payment Date to the Registered Owners of the Pod B 2023 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Registered 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 Pod B 2023 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 Registered Owner in whose name the Pod B 2023 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 Registered 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 Registered Owner of Pod B 2023 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered 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 Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Registered 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 Record Date.

SECTION 2.05. Debt Service on the Pod B 2023 Bonds.

(a) The Pod B 2023 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$	%

(b) Interest on the Pod B 2023 Bonds will be computed in all cases 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 the Pod B 2023 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Pod B 2023 Bond Proceeds. From the net proceeds of the Pod B 2023 Bonds received by the Trustee in the amount of \$[_____] (par amount of \$[_____] [plus/minus [net] original issue premium/discount] of \$[_____] , less underwriter's discount of \$[_____] which is retained by the underwriter of the Pod B 2023 Bonds):

(a) \$[_____] , which is an amount equal to the Pod B 2023 Reserve Requirement, shall be deposited in the Pod B 2023 Reserve Account of the Debt Service Reserve Fund;

(b) \$[_____] , shall be deposited into the Pod B 2023 Interest Account of the Debt Service Fund and applied to pay interest coming due on the Pod B 2023 Bonds through [November 1, 2023];]

(c) \$[_____] , shall be deposited into the Pod B 2023 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Pod B 2023 Bonds; and

(d) \$[_____] , representing the balance of the net proceeds of the Pod B 2023 Bonds, shall be deposited in the Pod B 2023 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied only to the payment of costs of the Pod B 2023 Project in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Pod B 2023 Bonds. The Pod B 2023 Bonds shall be issued as one fully registered bond for each maturity of Pod B 2023 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Pod B 2023 Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof and in the Master Indenture. The Pod B 2023 Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Pod B 2023 Bonds ("Beneficial Owners").

Principal and interest on the Pod B 2023 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Pod B 2023 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Pod B 2023 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Pod B 2023 Bonds in the form of fully registered Pod B 2023 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Pod B 2023 Bonds may be exchanged for an equal aggregate principal amount of Pod B 2023 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Pod B 2023 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association 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 U.S. Bank Trust Company, National Association as Paying Agent for the Pod B 2023 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Pod B 2023 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Pod B 2023 Bonds, all the Pod B 2023 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 Supplemental Trust Indenture;
- (c) Opinions of Counsel required by the Master Indenture;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Pod B 2023 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Supplemental Trust Indenture;

(e) Copies of executed investor letters in the form attached hereto as **Exhibit D** if such investor letter is required, as determined by the Underwriter; and

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

Payment to the Trustee of the net proceeds of the Pod B 2023 Bonds shall be conclusive evidence that the foregoing conditions have been met to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF POD B 2023 BONDS

SECTION 3.01. Redemption Dates and Prices. The Pod B 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided in the form thereof set forth as **Exhibit B** to this Supplemental Trust Indenture. Pod B 2023 Bonds may be purchased as provided in Article VIII of the Master Indenture.

If at the time of mailing the notice of any redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Pod B 2023 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited. All payments of the Redemption Price of the Pod B 2023 Bonds shall be made on the dates hereinafter required.

Except as otherwise provided in this Section 3.01 and in **Exhibit B** hereto, if less than all the Pod B 2023 Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Pod B 2023 Bonds or portions of the Pod B 2023 Bonds to be redeemed by lot. Partial redemptions of Pod B 2023 Bonds shall, to the extent possible, be made in such a manner that the remaining Pod B 2023 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Pod B 2023 Bond.

Upon any redemption of Pod B 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Pod B 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Pod B 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Pod B 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Pod B 2023 Bonds under any provision of this Supplemental Trust Indenture or directed to redeem Pod B 2023 Bonds by the Issuer, the Trustee shall give or cause to be given to Registered Owners of the Pod B 2023 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF POD B 2023 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 "Pod B 2023 Acquisition and Construction Account." Net proceeds of the Pod B 2023 Bonds shall be deposited into the Pod B 2023 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Supplemental Trust Indenture, together with any moneys transferred or deposited thereto, including moneys transferred from the Pod B 2023 Reserve Account after satisfaction of the Condition for Reduction of Reserve Requirement, and such moneys shall be applied as set forth in this Section 4.01(a) of this Supplemental Trust Indenture, Section 5.01 of the Master Indenture, and the Acquisition Agreement. Funds on deposit in the Pod B 2023 Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of the Pod B 2023 Project. Upon satisfaction of the Condition for Reduction of Reserve Requirement, the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement shall then be transferred to the Pod B 2023 Acquisition and Construction Account and applied as provided in this Section 4.01(a).

After the Completion Date for the Pod B 2023 Project, and after retaining costs to complete the Pod B 2023 Project, any moneys remaining in the Pod B 2023 Acquisition and Construction Account shall be transferred to the Pod B 2023 General Redemption Subaccount, as directed in writing by the Issuer, or the District Manager on behalf of the Issuer, to the Trustee. After no funds remain therein, the Pod B 2023 Acquisition and Construction Account shall be closed. Notwithstanding the foregoing, the Pod B 2023 Acquisition and Construction Account shall not be closed until after the Condition for Reduction of Reserve Requirement shall have occurred and the excess funds from the Pod B 2023 Reserve Account shall have been transferred to the Pod B 2023 Acquisition and Construction Account and applied in accordance with this Section 4.01(a) and Section 4.01(f) hereof. The Trustee shall not be responsible for determining the amounts in the Pod B 2023 Acquisition and Construction Account allocable to the respective components of the Pod B 2023 Project.

The Trustee shall make no such transfers from the Pod B 2023 Acquisition and Construction Account to the Pod B 2023 General Redemption Subaccount if an Event of Default exists with respect to the Pod B 2023 Bonds of which the Trustee has notice as described in Section 11.06 of the Master Indenture or of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in **Exhibit B** hereto with respect to mandatory redemption of the Pod B 2023 Bonds after the Completion Date or Section 5.06 hereof regarding use of the Pod B 2023 Acquisition and Construction Account following an Event of Default, the Trustee shall withdraw moneys from the Pod B 2023 Acquisition and Construction Account only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as **Exhibit C**.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Pod B 2023 Costs of Issuance Account." Net proceeds of the Pod B 2023 Bonds shall be deposited into the Pod B 2023 Costs of Issuance Account in the amount set forth in Section 2.06 of this Supplemental Trust Indenture. Upon presentment to the Trustee of written direction of an Authorized Officer of the Issuer, the Trustee shall withdraw moneys from the Pod B 2023 Costs of Issuance Account to pay the costs of issuing the Pod B 2023 Bonds. Six months after the issuance of the Pod B 2023 Bonds, any moneys remaining in the Pod B 2023 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Pod B 2023 Interest Account and the Pod B 2023 Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Pod B 2023 Bonds shall be paid from excess Pod B 2023 Pledged Revenues on deposit in the Pod B 2023 Revenue Account, as provided in Section 4.02. After no funds remain therein, the Pod B 2023 Costs of Issuance Account 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 "Pod B 2023 Revenue Account." Pod B 2023 Special Assessments (except for Prepayments of Pod B 2023 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Pod B 2023 Prepayment Subaccount) shall be deposited by the Trustee into the Pod B 2023 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Supplemental Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, payments of Pod B 2023 Special Assessments otherwise received by the Trustee, are to be deposited into the Pod B 2023 Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Pod B 2023 Interest Account." Moneys deposited into the Pod B 2023 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Pod B 2023 Bonds.

(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 "Pod B 2023 Sinking Fund Account." Moneys shall be deposited into the Pod B 2023 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Supplemental Trust Indenture, and applied for the purposes provided therein and as set forth in **Exhibit B** hereto.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Pod B 2023 Reserve Account." Net proceeds of the Pod B 2023 Bonds shall be deposited into the Pod B 2023 Reserve Account in the amount set forth in Section 2.06 of this Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Pod B 2023 Reserve Account shall be applied for the purposes provided in the Master Indenture and in this Section 4.01(f) and Section 4.05 of this Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture

to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Pod B 2023 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Pod B 2023 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Pod B 2023 Reserve Account and transfer any excess therein above the Reserve Requirement for the Pod B 2023 Bonds caused by investment earnings to the Pod B 2023 Revenue Account in accordance with Section 4.02 hereof.

In the event of a prepayment of Pod B 2023 Special Assessments in accordance with Section 4.05(a) of this Supplemental Trust Indenture, forty-five (45) days before the next Quarterly Redemption Date, the Issuer shall recalculate the Pod B 2023 Reserve Requirement taking into account the amount of Pod B 2023 Bonds that will be outstanding as a result of such prepayment of Pod B 2023 Special Assessments, and provide the Trustee with the amount of the excess, and the Trustee shall transfer the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement, resulting from Pod B 2023 Prepayment Principal, to the Pod B 2023 Prepayment Subaccount to be applied toward the extraordinary redemption of Pod B 2023 Bonds in accordance with the extraordinary mandatory redemption provisions set forth in **Exhibit B** hereto, as a credit against the Pod B 2023 Prepayment Principal otherwise required to be made by the owner of such property subject to Pod B 2023 Special Assessments.

Upon satisfaction of the Condition for Reduction of Reserve Requirement, the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement shall then be transferred to the Pod B 2023 Acquisition and Construction Account and, upon compliance with the requisition provisions set forth in Section 4.01(a) herein, shall, within thirty (30) days of such transfer, be applied to pay any requisitions submitted pursuant to Section 4.01(a) that remain unpaid ("Unpaid Requisitions"), in full or in part, in chronological order (oldest to newest) based on the date such requisitions were submitted by the Issuer to the Trustee. Any requisition submitted in compliance with the prior sentence shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared, provided that such Costs of the Pod B 2023 Project were not previously paid from the Pod B 2023 Acquisition and Construction Account. In the event that there are no Unpaid Requisitions at such time as the Condition for Reduction of Reserve Requirement is satisfied, then such excess moneys transferred from the Pod B 2023 Reserve Account to the Pod B 2023 Acquisition and Construction Account shall be deposited into the Pod B 2023 General Redemption Subaccount of the Pod B 2023 Bond Redemption Account upon direction by the Issuer to the Trustee.

Notwithstanding any of the foregoing, amounts on deposit in the Pod B 2023 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Pod B 2023 Bonds to the Pod B 2023 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Pod B 2023 Special Assessments and applied to redeem a portion of the

Pod B 2023 Bonds is less than the principal amount of Pod B 2023 Bonds indebtedness attributable to such lands.

In addition, and together with the moneys transferred from the Pod B 2023 Reserve Account pursuant to this paragraph, if the amount on deposit in the Pod B 2023 General Redemption Subaccount is not sufficient to redeem a principal amount of the Pod B 2023 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Pod B 2023 Revenue Account to round up the amount in the Pod B 2023 Prepayment Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Pod B 2023 Revenue Account shall be made to pay interest on and/or principal of the Pod B 2023 Bonds for the extraordinary mandatory redemption thereof if the deposits required under Section 4.02 FIRST through FIFTH cannot first be made in full.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Pod B 2023 Bond Redemption Account" and within such Account, an "Pod B 2023 General Redemption Subaccount," an "Pod B 2023 Optional Redemption Subaccount," and an "Pod B 2023 Prepayment Subaccount." Except as otherwise provided in this Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Pod B 2023 Bonds, moneys to be deposited into the Pod B 2023 Bond Redemption Account as provided in Section 6.06 of the Master Indenture shall be deposited to the Pod B 2023 General Redemption Subaccount.

(h) Moneys that are deposited into the Pod B 2023 General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption of Pod B 2023 Bonds in accordance with **Exhibit B** hereto.

(i) Moneys in the Pod B 2023 Prepayment Subaccount (including all earnings on investments held in such Pod B 2023 Prepayment Subaccount) shall be accumulated therein to be used to call for extraordinary mandatory redemption in accordance with **Exhibit B** hereto an amount of Pod B 2023 Bonds equal to the amount of money transferred to the Pod B 2023 Prepayment Subaccount of the Pod B 2023 Bond Redemption Account for the purpose of such extraordinary mandatory redemption as provided in **Exhibit B**. In addition, and together with the moneys transferred from the Pod B 2023 Reserve Account pursuant to paragraph (f) above, if the amount on deposit in the Pod B 2023 Prepayment Subaccount is not sufficient to redeem a principal amount of the Pod B 2023 Bonds in an Authorized Denomination, the Trustee upon written direction from the Issuer, shall be authorized to withdraw amounts from the Pod B 2023 Revenue Account to deposit to the Pod B 2023 Prepayment Subaccount to round-up the amount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Pod B 2023 Revenue Account shall be directed by the Issuer to pay interest on and/or principal of the Pod B 2023 Bonds for extraordinary mandatory redemption if, as a result, the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(j) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the "Pod B 2023 Rebate Account." Moneys shall be deposited into the Pod B Rebate Account, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Pod B 2023 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Pod B 2023 Bonds in accordance with Section 3.01(a) hereof and **Exhibit B** hereto.

SECTION 4.02. Pod B 2023 Revenue Account. The Trustee shall transfer from amounts on deposit in the Pod B 2023 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing [November 1, 2023], to the Pod B 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Pod B 2023 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Pod B 2023 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing [May 1, 2024], to the Pod B 2023 Sinking Fund Account, an amount equal to the principal amount of Pod B 2023 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Pod B 2023 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Pod B 2023 Bonds remain Outstanding, to the Pod B 2023 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Pod B 2023 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Pod B 2023 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Pod B 2023 Interest Account, the amount necessary to pay interest on the Pod B 2023 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Pod B 2023 Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Pod B 2023 Bonds and next, any balance in the Pod B 2023 Revenue Account shall remain on deposit in such Pod B 2023 Revenue Account, unless needed for the purposes of rounding the principal amount of an Pod B 2023 Bond subject to extraordinary mandatory redemption pursuant to Section 4.01(i) hereof to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Pod B 2023 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding the foregoing, in the event of redemption of Pod B 2023 Bonds from Prepayments on deposit in the Pod B 2023 Prepayment Subaccount, the Trustee is further authorized, upon written direction from the Issuer, to transfer from the Pod B 2023 Revenue Account to the Pod B 2023 Prepayment Subaccount sufficient funds to cause the redemption of the next closest Authorized Denomination of Pod B 2023 Bonds, as provided in Section 4.01(i) hereinabove.

SECTION 4.03. Power to Issue Pod B 2023 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Pod B 2023 Bonds, to execute and deliver the Indenture and to pledge the Pod B 2023 Pledged Revenues for the benefit of the Pod B 2023 Bonds to the extent set forth herein. The Pod B 2023 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 Pod B 2023 Bonds, except as otherwise permitted under Section 5.04 hereof. The Pod B 2023 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 Holders of the Pod B 2023 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Pod B 2023 Project to Conform to the Engineer's Report. Simultaneously with the issuance of the Pod B 2023 Bonds, the Issuer will promptly proceed to construct or acquire the Pod B 2023 Project as described in **Exhibit A** hereto and in the Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Pod B 2023 Special Assessment Liens.

(a) At any time any owner of property subject to the Pod B 2023 Special Assessments may, at its option, or as a result of acceleration of the Pod B 2023 Special Assessments because of non-payment thereof, shall, or by operation of law, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Pod B 2023 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Pod B 2023 Special Assessment, which shall constitute Pod B 2023 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least forty-five (45) days after such Prepayment, if such Prepayment is made within forty-five (45) calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Pod B 2023 Special Assessments owned by such owner. To the extent that such Prepayments are to be used to redeem Pod B 2023 Bonds pursuant to the extraordinary mandatory redemption provisions set forth in **Exhibit B** hereto, in the event the amount on deposit in the Pod B 2023 Reserve Account will exceed the Pod B 2023 Reserve Requirement for the Pod B 2023 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption of Pod B 2023 Bonds, the excess amount shall be transferred from the Pod B 2023 Reserve Account to the Pod B 2023 Prepayment Subaccount, as a credit against the Pod B 2023 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Pod B 2023 Reserve Account to equal or exceed the Pod B 2023 Reserve Requirement.

(b) Upon receipt of Pod B 2023 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, 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 improvement lien book of the District that the Pod B 2023 Special Assessment has been paid in whole or in part and that such Pod B 2023 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Pod B 2023 Bonds from Pod B 2023 Prepayment Principal forty-five (45) days prior to each Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Pod B 2023 Special Assessments. Pursuant to the terms and provisions of the Master Indenture, and except as provided in the next succeeding sentence, the Issuer shall collect the Pod B 2023 Special Assessments relating to the acquisition and construction of the Pod B 2023 Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Pod B 2023 Special Assessments levied in lieu of the Uniform Method with respect to any lands within Pod B – Assessment Area One that have not been platted, or for which the timing for using the Uniform Method will not yet allow for using such method, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise. In addition, and not in limitation of, the covenants contained elsewhere in this Supplemental Trust Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Pod B 2023 Special Assessments, and to levy and collect the Pod B 2023 Special Assessments and any required true-up payments set forth in the assessment methodology or True-Up Agreement in such manner as will generate funds sufficient to pay Debt Service on the Pod B 2023 Bonds when due. All Pod B 2023 Special Assessments that are collected directly by the Issuer shall be due and payable by the Developer not later than thirty (30) days prior to each Interest Payment Date. The assessment methodology shall not be materially amended without the written consent of the Majority Holders.

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

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Pod B 2023 funds, accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Bonds. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Pod B 2023 Special Assessments. In addition, the Issuer covenants not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within Pod B – Assessment Area One that are subject to the Pod B 2023 Special Assessments until the Pod B 2023 Special Assessments are Substantially Absorbed. The District shall present the Trustee with a certification that the Pod B 2023 Special Assessments are Substantially Absorbed, and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Pod B 2023 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Pod B 2023 Special Assessments have not been Substantially Absorbed. Such covenants shall not prohibit the Issuer from issuing refunding Bonds secured by the Pod B 2023 Special Assessments or any Bonds or other obligations secured by other Special Assessments (i)

if such Special Assessments are levied on District Lands not subject to the Pod B 2023 Special Assessments, (ii) if such Bonds or other obligations are issued to finance a capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Pod B 2023 Project, or (iii) upon the written consent of the Majority Holders.

SECTION 5.05. Requisite Holders for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires the Holders of more than fifty percent (50%) in aggregate principal amount of the Outstanding Pod B 2023 Bonds shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Pod B 2023 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Pod B 2023 Bonds are payable solely from the Pod B 2023 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 the Pod B 2023 Pledged Revenues include, without limitation, all amounts on deposit in the Pod B 2023 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee and that, upon the occurrence of an Event of Default with respect to the Pod B 2023 Bonds, (i) the Pod B 2023 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Pod B 2023 Project or otherwise) without the consent of the Majority Holders, and (ii) the Pod B 2023 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Pod B 2023 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Pod B 2023 Acquisition and Construction Account shall be made only with the consent of the Majority Holders, except as provided below. During the continuance of a Payment Related Default, the Majority Holders shall have the right to provide direction to the Issuer to terminate, suspend, or proceed under any contracts for construction of the Pod B 2023 Project entered into prior to the occurrence of such Payment Related Default. The Majority Holders may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Holders provide such direction to the Issuer, disbursements may be made without the consent of the Majority Holders for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Holders to proceed under any such contract(s), no consent of the Majority Holders shall be required for disbursements for Costs incurred by the Issuer thereunder until the date of suspension or termination of such contract directed by the Majority Holders described in subparagraph (iii) below.

(iii) Upon direction by the Majority Holders to suspend or terminate such construction contract(s), disbursements for Costs incurred by the Issuer thereunder shall only be made (x) for disbursements for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the Issuer is entitled to suspend or terminate such construction contract at the direction of the Majority Holders, or (y) with the consent of the Majority Holders.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Holders shall be required for disbursements for Costs under contracts for the acquisition of Pod B 2023 Project improvements from the Master Developer, the Master Landowner or their respective affiliates.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Pod B 2023 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Pod B 2023 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

SECTION 7.01. Interpretation of Supplemental Trust Indenture. This Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Pod B 2023 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Trust Indenture shall be read and construed as one document.

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

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

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

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Pod B 2023 Bonds or the date fixed for the redemption of any Pod B 2023 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Pod B 2023 Bonds, and no other person is intended to be a third party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

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

IN WITNESS WHEREOF, Rye Ranch Community Development District has caused this Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

Chairperson, Board of Supervisors

Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee, Paying Agent and Registrar

Amanda Kumar, Vice President

EXHIBIT A

DESCRIPTION OF POD B 2023 PROJECT

Master and Offsite Improvements	Costs
District Collector Roads	\$ _____
District Community Roads	_____
Water and Wastewater Utilities	_____
Stormwater Management	_____
Undergrounding of Conduit	_____
Landscape/Hardscape/Irrigation	_____
Recreational Improvements	_____
Conservation Areas	_____
Off-Site Improvements	_____
Professional Fees	_____
Contingency	_____
<i>Total:</i>	\$ _____

All as set forth in a report entitled Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District, dated March 2023 (the "Master Report"), as supplemented by the report entitled First Supplemental Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District, dated [June 7, 2023], prepared by ZNS Engineering, L.C.

EXHIBIT B

[FORM OF POD B 2023 BONDS]

R-1

[\$_____]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
MANATEE COUNTY, FLORIDA
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2023
(POD B – ASSESSMENT AREA ONE)**

<u>Interest Rate</u> _____%	<u>Maturity Date</u> May 1, 20__	<u>Date of Original Issuance</u> _____, 2023	<u>CUSIP</u> _____
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Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Rye Ranch Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the Maturity Date set forth above, from the sources hereinafter mentioned, 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. Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), made payable to the Registered Owner and mailed on each Interest Payment Date commencing [November 1, 2023] 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 Trust Company, National Association, as Registrar (said U.S. Bank Trust Company, National Association 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"), provided however presentation is not required for payment while the Pod B 2023 Bonds are registered in book-entry only form. 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 [November 1, 2023], in which case from the date of initial delivery, 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). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE POD B 2023 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE POD B 2023 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, MANATEE 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 POD B 2023 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, POD B 2023 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE POD B 2023 BONDS. THE POD B 2023 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Pod B 2023 Bonds of the Rye Ranch 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"), Ordinance No. 22-12 enacted by the Board of County Commissioners of Manatee County, Florida, which became effective on February 8, 2022, designated as "Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One)" (the "Pod B 2023 Bonds"), in the aggregate principal amount of [] and 00/100 Dollars (\$[]) of like date, tenor and effect, except as to number. The Pod B 2023 Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Pod B 2023 Project (as defined in the herein referred to Indenture). The Pod B 2023 Bonds shall be issued as fully registered Pod B 2023 Bonds in Authorized Denominations, as set forth in the Indenture. The Pod B 2023 Bonds are issued under and secured by a Master Trust Indenture dated as of [] 1, 2023 (the "Master Indenture"), as supplemented by a Supplemental Trust Indenture dated as of [] 1, 2023 (the "Supplemental Trust 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 designated corporate trust office of the Trustee in Fort Lauderdale, 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 Pod B 2023 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 and the interest on the Pod B 2023 Bonds, the levy and the evidencing and certifying for collection, of the Pod B 2023 Special Assessments, the nature and extent of the security for the Pod B 2023 Bonds, the terms and conditions on which the Pod B 2023 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 the Pod B 2023 Bonds,

the conditions under which such Indenture may be amended with the consent of the Majority Holders, and as to other rights and remedies of the Registered Owners of the Pod B 2023 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 County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Pod B 2023 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. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

This Bond is payable from and secured by Pod B 2023 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 Pod B 2023 Special Assessments to secure and pay the Pod B 2023 Bonds.

The Pod B 2023 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 Pod B 2023 Bonds shall be made on the dates specified below. Upon any redemption of Pod B 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Pod B 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Pod B 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Pod B 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Pod B 2023 Bonds maturing after May 1, 20[___] may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part, at any time, on or after [___ 1, 20__] (less than all Pod B 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Pod B 2023 Bonds to be redeemed, plus accrued interest from the most

recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Pod B 2023 Optional Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Pod B 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level.

Extraordinary Mandatory Redemption in Whole or in Part

The Pod B 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Pod B 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) From Pod B 2023 Prepayment Principal deposited into the Pod B 2023 Prepayment Subaccount of the Pod B 2023 Bond Redemption Account following the payment in whole or in part of Pod B 2023 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Pod B 2023 Reserve Account to the Pod B 2023 Prepayment Subaccount as a result of such Pod B 2023 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level; or

(ii) From moneys, if any, on deposit in the Pod B 2023 Funds, Accounts and Subaccounts (other than the Pod B 2023 Rebate Fund and the Pod B 2023 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Pod B 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(iii) Upon the Completion Date, from any funds remaining on deposit in the Pod B 2023 Acquisition and Construction Account not otherwise reserved to complete the Pod B 2023 Project and transferred to the Pod B 2023 General Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such redemption shall be in part, the Issuer shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the

years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\$

*

* Maturity

Except as otherwise provided in the Indenture, if less than all of the Pod B 2023 Bonds subject to redemption shall be called for redemption, the particular such Pod B 2023 Bonds or portions of such Pod B 2023 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of the Pod B 2023 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Pod B 2023 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. The Issuer may provide that the any optional redemption of Pod B 2023 Bonds issued under the Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Pod B 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Pod B 2023 Bonds or such portions thereof on such date, interest on such Pod B 2023 Bonds or such portions thereof so called for redemption shall cease to accrue, such Pod B 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Registered Owners thereof shall have no rights in respect of such Pod B 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Pod B 2023 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Government Obligations (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Pod B 2023 Bond becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, or date of redemption, as applicable, the lien of such Pod B 2023 Bonds as to the Pod B 2023 Pledged Revenues with respect to the Pod B 2023 Bonds shall be discharged, except for the rights of the Registered Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Pod B 2023 Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Pod B 2023 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 Pod B 2023 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a

new Bond or Pod B 2023 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 Pod B 2023 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall 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) 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 Pod B 2023 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

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.

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

IN WITNESS WHEREOF, Rye Ranch Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson 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.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Pod B 2023 Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

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

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, rendered on the 21st day of June, 2022.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
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 C

FORM OF REQUISITION

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(POD B – ASSESSMENT AREA ONE)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Rye Ranch Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of [_____] 1, 2023 as supplemented by that certain [Second] Supplemental Trust Indenture dated as of [_____] 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

Pod B 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Pod B 2023 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Costs of the Pod B 2023 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Pod B 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Pod B 2023 Project; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

The Consulting Engineer further certifies and agrees that for any requisition (a) the portion of the Pod B 2023 Project that is the subject of this requisition is complete, (b) the Pod B 2023 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the portion of the Pod B 2023 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements, (d) the plans and specifications for such portion of the Pod B 2023 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the Pod B 2023 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the Pod B 2023 Project being acquired, all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the Pod B 2023 Project for which disbursement is made hereby have been paid.

Consulting Engineer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

Rye Ranch Community Development District
c/ District Manager
2300 Glades Road
Suite # 410W
Boca Raton, FL 33431

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

Re: \$_____ Rye Ranch Community Development District Special Assessment
 Bonds, Series 2023 (Pod B – Assessment Area One)

Ladies and Gentlemen:

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

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

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

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

a bank, insurance company, registered investment company, business development company, or small business investment company;

an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;

a charitable organization, corporation, or partnership with assets exceeding \$5 million;

- a business in which all the equity owners are "accredited investors;"
- a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person except that mortgage indebtedness on the primary residence shall not be included as a liability;
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated [_____, 2023] of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

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

Very truly yours,

[Name], [Type of Entity]

By: _____
 Name: _____
 Title: _____
 Date: _____

Or

 [Name], an Individual

EXHIBIT B

FORM OF CONTRACT OF PURCHASE

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
(MANATEE COUNTY, FLORIDA)**

\$[_____]
**SPECIAL ASSESSMENT BONDS, SERIES 2023
(POD B – ASSESSMENT AREA ONE)**

BOND PURCHASE CONTRACT

[_____], 2023

Board of Supervisors
Rye Ranch Community Development District
Manatee County, Florida

Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Rye Ranch Community Development District (the "District"). The District is located entirely within unincorporated Manatee County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at [5:00 P.M.] prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's \$[_____] Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"). The Pod B 2023 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto.

The purchase price for the Pod B 2023 Bonds shall be \$[_____] (representing the \$[_____] aggregate principal amount of the Pod B 2023 Bonds, [plus/less net original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]). Payment of the purchase price and delivery of the Pod B 2023 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Pod B 2023 Bonds. The Pod B 2023 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Ordinance No. 22-12, adopted by the Board of County Commissioners of the County on February 8, 2022, and effective on February 8, 2022 (the "Ordinance"). The Pod B 2023 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of [_____]

1, 2023 (the "Master Indenture"), as amended and supplemented with respect to the Pod B 2023 Bonds by a [Second] Supplemental Trust Indenture dated as of [_____] 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and by Resolution No. 2022-26 and Resolution No. 2023-[__] adopted by the Board on March 7, 2022 and [June 7], 2023, respectively (collectively, the "Bond Resolution"). The Pod B 2023 Special Assessments, comprising the Pledged Revenues for the Pod B 2023 Bonds have been levied by the District on those lands within the District specially benefited by the Pod B 2023 Project pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Pod B 2023 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Pod B 2023 Bonds, that the entire principal amount of the Pod B 2023 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Pod B 2023 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Pod B 2023 Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Pod B 2023 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Pod B 2023 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Pod B 2023 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Pod B 2023 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Pod B 2023 Bonds of that maturity or until all Pod B 2023 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Pod B 2023 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Pod B 2023 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Pod B 2023 Bonds, the Underwriter will neither offer nor sell unsold Pod B 2023 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Pod B 2023 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Pod B 2023 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Pod B 2023 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party, and

(2) a purchaser of any of the Pod B 2023 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [____], 2023 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Pod B 2023 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Pod B 2023 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the Pod B 2023 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Pod B 2023 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated [____], 2023 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Pod B 2023 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Indenture, the Pod B 2023 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as APPENDIX F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the Completion Agreement (Rye Ranch Pod B – Assessment Area One) by and between the District and North Lake Communities, Inc., a Florida corporation (the "Master Developer") dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (Rye Ranch Pod B – Assessment Area One) by and between the District and the [Master Developer] dated [_____], 2023 (the "Acquisition Agreement"), the Collateral Assignment Agreement (Rye Ranch Pod B – Assessment Area One) in recordable form by and between the District and the [Master Developer] dated as of the Closing Date (the "Collateral Assignment"), the True-Up Agreement (Rye Ranch Pod B – Assessment Area One) in recordable form by and between the District and the Master Landowner dated as of the Closing Date (the "True-Up Agreement") and the Declaration of Consent (Rye Ranch Pod B – Assessment Area One) in recordable form executed by the Master Landowner and dated [_____], 2023 (the "Declaration"), are collectively referred to herein as the "Ancillary Agreements."

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

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Pod B 2023 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Pod B 2023 Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the Collection Agreement to provide for the collection of the Pod B 2023 Special Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied or will comply by the time of Closing Date and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Pod B 2023 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and will prior to the Closing Date adopt the last of the Assessment Resolutions, and the same are, or will be, in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved, or will by the Closing Date have duly authorized and adopted, the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Pod B 2023 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Pod B 2023

Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Pod B 2023 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Pod B 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Pod B 2023 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Pod B 2023 Bonds, the Ancillary Agreements or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Pod B 2023 Bonds, or under the Pod B 2023 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Pod B 2023 Bonds;

(f) The descriptions of the Pod B 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Pod B 2023 Project, to the extent referred to in the Limited Offering

Memoranda, conform in all material respects to the Pod B 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Pod B 2023 Project, respectively;

(g) The Pod B 2023 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Pod B 2023 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Pod B 2023 Bonds, a legally valid and binding pledge of and first lien on the respective Series of Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Pod B 2023 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Pod B 2023 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum, or the collection of Pod B 2023 Special Assessments, or the pledge of and lien on the respective Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Pod B 2023 Bonds, or the authorization of the Pod B 2023 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Pod B 2023 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the Pod B 2023 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Pod B 2023 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Pod B 2023 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Pod B 2023 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than "Permitted Omissions") and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE POD B 2023 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE MASTER LANDOWNER AND THE MASTER DEVELOPER," "TAX EXEMPTION," "SUITABILITY FOR

INVESTMENT," "LITIGATION – The Master Landowner [and the Master Developer]," "UNDERWRITING" and "CONTINUING DISCLOSURE" (as it relates to the Master Landowner);

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda Memorandum under the captions "DESCRIPTION OF THE POD B 2023 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE MASTER LANDOWNER AND THE MASTER DEVELOPER," "TAX EXEMPTION," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Master Landowner [and the Master Developer]," "UNDERWRITING" and "CONTINUING DISCLOSURE" (as it relates to the Master Landowner);

(l) If between the date of this Purchase Contract and the earlier of (i) date that is ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12 or (ii) the time when the Limited Offering Memorandum is available to any person from the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Pod B 2023 Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) Except as disclosed in the Limited Offering Memoranda, the District has never failed to comply in any material respect with any continuing disclosure obligations previously undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Pod B 2023 Bonds), notes or other obligations payable from the Pledged Revenues for either Series of Pod B 2023 Bonds.

7. Closing. At 10:00 a.m. prevailing time on [_____], 2023 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Pod B 2023 Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Pod B 2023 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Pod B 2023 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Pod B 2023 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Pod B 2023 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form acceptable to the Underwriter and its counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of GrayRobinson, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as APPENDIX B, together with the letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of GrayRobinson, P.A., Bond Counsel, in substantially the form annexed as Exhibit C hereto;

(6) The opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of GrayRobinson, P.A., Disclosure Counsel, in substantially the form annexed as Exhibit D hereto;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of Kutak Rock LLP, counsel to the District, in substantially the form annexed as Exhibit E hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(8) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of [_____], counsel to the Master Landowner and the Master Developer, in substantially the form annexed as Exhibit F hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

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

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

(11) Certificate of Master Landowner and Master Developer dated as of the Closing Date, in substantially the form annexed as Exhibit G hereto, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District.

(12) A copy of the Ordinance;

(13) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material

respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Pod B 2023 Special Assessments, as described in the Indenture; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE POD B 2023 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE MASTER LANDOWNER AND THE MASTER DEVELOPER," "TAX EXEMPTION," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Master Landowner [and the Master Developer]," "UNDERWRITING" and "CONTINUING DISCLOSURE" (as it relates to the Master Landowner) as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(14) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

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

(16) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Pod B 2023 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

(17) Executed copy of Internal Revenue Service Form 8038-G relating to the Pod B 2023 Bonds;

(18) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(19) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit I hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;

(20) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Pod B 2023 Bonds;

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

(22) A certified copy of the final judgment of the Circuit Court in and for Manatee County, Florida, validating the Pod B 2023 Bonds and the certificate of no-appeal;

(23) A copy of the Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District, dated March 2023 (the "Master Report"), as supplemented by the report entitled First Supplemental Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District, dated [June 7, 2023];

(24) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Pod B 2023 Bonds;

(25) A copy of the Pod B Project Master Special Assessment Methodology Report dated March 15, 2023, as supplemented by the [Pod B 2023 Project Preliminary First Supplemental Special Assessment Methodology Report] dated the date hereof;

(26) Acknowledgments in recordable form by all mortgage holder(s) on lands within the Pod B – Assessment Area One of the District as to the superior lien of the Pod B 2023 Special Assessments, in form and substance acceptable to Underwriter and Underwriter's Counsel;

(27) A [Supplemental] Declaration of Consent (2023 Assessments / Pod B – Assessment Area One) executed and delivered by the Master Landowner as of the Closing Date with respect to all real property owned by such entity within Pod B – Assessment Area One of the District which is subject to the Pod B 2023 Special Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(28) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Pod B 2023 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future; and

(29) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District, the Master Landowner, the Master Developer and the [Lennar Homes, LLC (the "Pod B Developer")] on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Pod B 2023 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Pod B 2023 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Pod B 2023 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Pod B 2023 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Pod B 2023 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Pod B 2023 Bonds, or the market price generally of obligations of the general character of the Pod B 2023 Bonds; (ii) the District or the Master Landowner has, without the prior written consent of the Underwriter, offered or issued any bonds (other than the District's Pod B 2023 Bonds), notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Master, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Pod B 2023 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Pod B 2023 Bonds in the name of Cede & Co., as nominee of DTC, which

will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Disclosure Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Pod B 2023 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Pod B 2023 Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Pod B 2023 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the limited offering of the Pod B 2023 Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District with respect to the limited offering contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Pod B 2023 Bonds, (v) the Underwriter has financial and other interests that differ from those of the Issuer, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Wrathell, Hunt & Associates, LLC, 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Pod B 2023 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Pod B 2023 Bonds pursuant to this Purchase Contract.

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

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

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

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

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

[Remainder of page intentionally left blank.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

Accepted and agreed to this
__ day of _____, 2023.

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Stephen Cerven,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[____], 2023

Board of Supervisors
Rye Ranch Community Development District
Manatee County, Florida

Re: \$[_____] Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Pod B 2023 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [____], 2023 (the "Bond Purchase Contract"), between the Underwriter and Rye Ranch Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Pod B 2023 Bonds is approximately \$[____] per \$1,000.00 or \$[_____].
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Pod B 2023 Bonds are: None.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Pod B 2023 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Pod B 2023 Bonds to any person not regularly employed or retained by the Underwriter in connection with the Pod B 2023 Bonds is as follows: None. Aponte & Associates Law Firm, P.L.L.C. has been retained as counsel to the Underwriter and will be compensated by the District.
7. The name and address of the Underwriter is:

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

The District is proposing to issue \$[_____] aggregate amount of the Pod B 2023 Bonds for the purpose of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Pod B 2023 Project, (ii) funding a deposit to the Pod B 2023 Reserve Account in the amount of the Pod B 2023 Reserve Requirement, and (iii) paying the costs of issuance of the Pod B 2023 Bonds.

The debt evidenced by the Pod B 2023 Bonds is expected to be repaid over a period of approximately [_____] (__) years, [_____] (__) months, and [_____] (__) days. [There shall be no more than thirty (30) principal installments.] At a net interest cost of approximately [_____] % for the Pod B 2023 Bonds, total interest paid over the life of the Pod B 2023 Bonds will be \$[_____].

The source of repayment for the Pod B 2023 Bonds are the Pod B 2023 Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Pod B 2023 Bonds will result in \$[_____] (representing the average annual debt service payments due on the Pod B 2023 Bonds) of the Pod B 2023 Special Assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Pod B 2023 Bonds were not issued, the District would not be entitled to impose and collect the Pod B 2023 Special Assessments in the amount of the principal of and interest to be paid on the Pod B 2023 Bonds.

[Remainder of page intentionally left blank.]

[Signature page to Disclosure and Truth in Bonding Statement]

Sincerely,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$[_____]
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$[_____]

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price for the Pod B 2023 Bonds:** \$[_____] (representing the \$[_____] aggregate principal amount of the Pod B 2023 Bonds, [plus/less net original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]).
2. **Principal Amounts, Maturities, Interest Rates, Yields, and Prices:**

Pod B 2023 Bonds				
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>

[*Yield calculated to the first optional call date of May 1, 20[____].]

The Underwriter has offered the Pod B 2023 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Pod B 2023 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

3. **Redemption Provisions:**

Optional Redemption

The Pod B 2023 Bonds maturing after May 1, 20[____] may, at the option of the District, be called for redemption prior to maturity as a whole or in part, at any time, on or after [____ 1, 20__] (less than all Pod B 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Pod B 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Pod B 2023 Optional Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Pod B 2023 Bonds maturing on May 1, 20[____] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*

*Maturity

Upon any redemption of Pod B 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Pod B 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Pod B 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Pod B 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to mandatory sinking fund redemption amounts for immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Pod B 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date (as hereinafter defined)), at a Redemption Price equal to 100% of the principal amount of the Pod B 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) From Pod B 2023 Prepayment Principal deposited into the Pod B 2023 Prepayment Subaccount of the Pod B 2023 Bond Redemption Account following the payment in whole or in part of Pod B 2023 Special Assessments on any assessable property within the District in accordance with the provisions of the Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Pod B 2023 Reserve Account to the Pod B 2023 Prepayment Subaccount as a result of such Pod B 2023 Prepayment and pursuant to the Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level; or

(ii) From moneys, if any, on deposit in the Pod B 2023 Funds, Accounts and Subaccounts (other than the Pod B 2023 Rebate Fund and the Pod B 2023 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Pod B 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(iii) Upon the Completion Date (as defined in the Indenture), from any funds remaining on deposit in the Pod B 2023 Acquisition and Construction Account not otherwise reserved to complete the Pod B 2023 Project and transferred to the Pod B 2023 General Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level

Except as otherwise provided in the Indenture, if less than all of the Pod B 2023 Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[_____], 2023

Rye Ranch Community Development District
Manatee County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$[_____] Rye Ranch Community Development District Special Assessment Bonds, Series
2023 (Pod B – Assessment Area One)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Rye Ranch Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[_____] original aggregate principal amount of Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Pod B 2023 Bonds. The Pod B 2023 Bonds are secured pursuant to that certain Master Trust Indenture, dated [_____] 1, 2023 (the "Master Indenture"), as supplemented and amended by that certain [Second] Supplemental Trust Indenture, dated as of [_____] 1, 2023 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Pod B 2023 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [_____] 2023 (the "Purchase Contract"), for the purchase of the Pod B 2023 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Pod B 2023 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Supplemental Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION" (excluding the information under the [_____] paragraphs), "DESCRIPTION OF THE POD B 2023 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS" (excluding the information under the first and second paragraphs under the subsection

"-Prepayment of Pod B 2023 Special Assessments") and "APPENDIX A: [PROPOSED FORMS OF MASTER INDENTURE] AND SUPPLEMENTAL INDENTURE," insofar as such statements constitute descriptions of the Pod B 2023 Bonds and the Indenture, are accurate summaries as to the matters set forth or documents described therein, and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Pod B 2023 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Pod B 2023 Bonds.

Very truly yours,

EXHIBIT D

DISCLOSURE COUNSEL'S OPINION

[_____], 2023

Rye Ranch Community Development District
Manatee County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$[_____] Rye Ranch Community Development District Special Assessment Bonds, Series
2023 (Pod B – Assessment Area One)

Ladies and Gentlemen:

We have acted as Disclosure Counsel to Rye Ranch Community Development District (the "Underwriter") a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[_____] original aggregate principal amount of Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"). The Bonds were sold pursuant to a Bond Purchase Contract dated [_____] 1, 2023 (the "Purchase Contract") between the District and FMSbonds, Inc. (the "Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Contract.

In this capacity we have examined the constitution and laws of the State of Florida, particularly, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), the Resolution authorizing the issuance of the Bonds and the Assessment Resolutions adopted by the Board of Supervisors of the District, that certain Master Trust Indenture dated as of [_____] 1, 2023, as supplemented by a [Second] Supplemental Trust Indenture dated as of [_____] 1, 2023 (collectively, the "Indenture") by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

To the extent that the opinions expressed herein relate to or are dependent upon the determination that the proceedings and actions relating to the authorization, issuance and sale of the Bonds are lawful and valid under the Act, the validity of the formation of the District and the pledge of revenues, that the Bonds, the Resolution and the Indenture are valid and legally binding obligations and that the interest on the Bonds is excluded from federal income taxation and to certain matters relating to the District, we understand that you are relying upon the opinions and reliance letter(s), as applicable, to you on the date hereof of GrayRobinson, P.A., as Bond Counsel, and Kutak Rock LLP, as District Counsel.

In rendering these opinions, we have made such investigations and have examined such documents as we have deemed relevant and necessary in connection with the opinions expressed herein. In our examination, 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.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements in the District's Limited Offering Memorandum (the "Limited Offering Memorandum") and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. We have, however, acted as counsel to the District in the preparation of the Limited Offering Memorandum, generally reviewed and discussed the statements contained therein with certain officials of the District, Bond Counsel, District Counsel, representatives of Wrathell, Hunt & Associates, LLC, as District Manager, Methodology Consultant and Dissemination Agent to the District, ZNS Engineering, L.C., the District Engineer, representatives of Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), North Lake Communities, Inc. (the "Master Developer"), [_____], as counsel to the Master Landowner and the Master Developer, [Lennar Homes, LLC (the "Pod B Developer")] and representatives of the Underwriter. In the course of such preparation, review and discussions, no facts have come to our attention which would lead us to believe that the Limited Offering Memorandum (except for the financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds which we expressly exclude from the scope of this sentence) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

In rendering the opinion set forth above, it is understood that we have not undertaken to independently verify information contained or derived from various United States, State of Florida, Manatee County, Florida publications and websites and presented in the Limited Offering Memorandum. In rendering the foregoing opinions we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

The opinions and statements expressed herein are based solely on the laws of the State of Florida and of the United States of America. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction.

These opinions are furnished by us solely for the benefit of the addressee only and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

GrayRobinson, P.A.

EXHIBIT E

ISSUER'S COUNSEL'S OPINION

[_____], 2023

Rye Ranch Community Development District
Manatee County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank Trust Company, National Association, as Trustee
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2., C.3.)

Re: \$[_____] Rye Ranch Community Development District (Manatee County, Florida)
 Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One)

Ladies and Gentlemen:

We serve as counsel to the Rye Ranch Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[_____] Rye Ranch Community Development District (Manatee County, Florida) Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) ("**Bonds**"). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 2.09 of the Supplemental Trust Indenture (defined below), and Section 8(c)(7) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

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

1. Ordinance 22-12, enacted by the Board of County Commissioners of Manatee County, Florida, which was adopted on February 8, 2022 and effective as of February 8, 2022 ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of [_____] 1, 2023 ("**Master Indenture**"), as supplemented by the [*Second*] *Supplemental Trust Indenture*, dated as [_____] 1, 2023 ("**Supplemental Trust Indenture**," and together with the Master Indenture, "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2022-26 and 2023-[__] adopted by the District on March 7, 2022 and [June 7], 2023, respectively (collectively, "**Bond Resolution**");
4. the *Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District*, dated March 2023, as supplemented by the report entitled *First Supplemental*

- Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District*, dated [June 7, 2023] (collectively, the "**Engineer's Report**"), which describes among other things, the "Pod B 2023 Project" (herein, "**Project**");
5. *Pod B Project Master Special Assessment Methodology Report*, dated March 15, 2023, and the [*Supplemental Special Assessment Methodology Report*], dated [_____], 2023 (collectively, "**Assessment Methodology**");
 6. Resolution Nos. [2022-25 and 2023-04] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
 7. the *Final Judgment* issued on June 21, 2022 and by the Circuit Court for the Twelfth Judicial Circuit in and for Manatee County, Florida in Case No. 2022-CA-1372, and Certificate of No Appeal issued on August 8, 2022;
 8. the Preliminary Limited Offering Memorandum dated [_____], 2023 ("**PLOM**") and Limited Offering Memorandum dated [_____], 2023 ("**LOM**");
 9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
 10. certain certifications of ZNS Engineering, LLC, as "**District Engineer**";
 11. certain certifications of Wrathell, Hunt & Associates, LLC, as "**District Manager and Assessment Consultant**";
 12. general and closing certificate of the District;
 13. an opinion of GrayRobinson, P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
 14. an opinion of Squire Patton Boggs (US) LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
 15. an opinion of [_____], counsel to the Master Landowner and the Master Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 16. the following agreements (collectively, "**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [_____], 2023, by and among the District, Rye Ranch, LLC ("**Master Landowner**") and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated [_____], 2023 ("**BPA**");
 - (c) the *Acquisition Agreement (Rye Ranch Pod B – Assessment Area One)* among the District and [North Lake Communities, Inc. ("**Master Developer**") and dated [_____], 2023;
 - (d) the *Completion Agreement (Rye Ranch Pod B – Assessment Area One)* between the District and the Master Developer and dated [_____], 2023;
 - (e) the *True-Up Agreement (Rye Ranch Pod B – Assessment Area One)* among the District and the Master Landowner and dated [_____], 2023; and
 - (f) the *Collateral Assignment Agreement (Rye Ranch Pod B – Assessment Area One)* among the District and the Master Developer and dated [_____], 2023;
 17. a *Declaration of Consent (2023 Assessments / Pod B – Assessment Area One)* executed by the Master Landowner; and
 18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2. and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent. That said, this opinion may be relied upon GrayRobinson, P.A., serving as bond counsel and disclosure counsel to the District, for the limited purposes of the following opinions: (1) that under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government, and (2) that each member of the Board has taken and subscribed to the oath of affirmation required by the laws of the State of Florida.

C. OPINIONS

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

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

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

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

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

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution

and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. ***PLOM and LOM*** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS – Prepayment of Pod B 2023 Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

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

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

9. ***Authority to Undertake the Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such

licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

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

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

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

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

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

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

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

6. Except as set forth in Section C.9., we express no opinion and make no representations as to the Project, including but not limited to costs, estimates, projections, status, technical provisions or anything else related to the Project.

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

8. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that

any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

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

Very truly yours,

KUTAK ROCK LLP

EXHIBIT F

OPINION OF COUNSEL TO THE MASTER LANDOWNER AND THE MASTER DEVELOPER

[To come]

EXHIBIT G

CERTIFICATE OF LANDOWNER

Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner") and North Lake Communities, Inc., a Florida corporation (the "Master Developer"), DO HEREBY CERTIFY, that:

1. This Certificate of the Master Landowner and the Master Developer is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated [____], 2023 (the "Purchase Contract") between Rye Ranch Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] original aggregate principal amount of Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Master Landowner is a limited liability company organized and existing under the laws of the State of Florida. The Master Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Master Landowner and the Master Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2023 and the Limited Offering Memorandum, dated [____], 2023, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent (Rye Ranch Pod B – Assessment Area One) dated [____], 2023 executed by the Master Landowner and to be recorded in the public records of Manatee County, Florida (the "Declaration of Consent"), the True-Up Agreement (Rye Ranch Pod B – Assessment Area One) dated [____], 2023 executed by the Master Landowner and to be recorded in the public records of Manatee County, Florida (the "True-Up Agreement"), the Completion Agreement (Rye Ranch Pod B – Assessment Area One) dated [____], 2023 executed by the Master Developer (the "Completion Agreement"), the Acquisition Agreement (Rye Ranch Pod B – Assessment Area One) dated [____], 2023, executed by the [Master Developer] (the "Acquisition Agreement") and the Collateral Assignment Agreement (Rye Ranch Pod B – Assessment Area One) dated [____], 2023 executed by the [Master Developer] and to be recorded in the public records of Manatee County, Florida (the "Collateral Assignment") constitute valid and binding obligations of the Master Landowner and the Master Developer, as applicable, enforceable against the Master Landowner and the Master Developer, as applicable, in accordance with their respective terms.

5. The Master Landowner and the Master Developer have reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT," "THE DEVELOPMENT," "THE MASTER LANDOWNER AND THE MASTER DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Master Landowner, the Master Developer and the Development), "LITIGATION – The Master Landowner and the Master Developer" and "CONTINUING DISCLOSURE" (as it relates to the Master Landowner) and warrant and represent that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Master Landowner and the Master Developer are not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material

fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Master Landowner and the Master Developer each represent and warrant that they have complied with and will continue to comply with Section 190.048, Florida Statutes, as amended, and Section 190.009, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Master Landowner or the Master Developer which has not been disclosed in the Limited Offering Memoranda.

8. The Master Landowner hereby represents that it owns all of the land in the Pod B – Assessment Area One of the District that will be subject to the Pod B 2023 Special Assessments and hereby consents to the levy of the Pod B 2023 Special Assessments on the lands in the Pod B – Assessment Area One of the District owned by the Master Landowner. The levy of the Pod B 2023 Special Assessments on the lands in the Pod B – Assessment Area One of the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Master Landowner is a party or to which its property or assets are subject.

9. Neither the Master Landowner nor the Master Developer has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Neither the Master Landowner nor the Master Developer has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Master Landowner and the Master Developer acknowledge that the Pod B 2023 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Pod B 2023 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Pod B 2023 Bonds when due.

11. To the best of our knowledge, the Master Landowner and the Master Developer are not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master Landowner or the Master Developer, as applicable, is subject or by which the Master Landowner or the Master Developer or their respective properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents and the Ancillary Documents or on the Development. The Master Landowner is current in the payment of all ad valorem, federal and state taxes associated with its lands within the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Master Landowner or the Master Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Master Landowner or the Master Developer, as applicable, are parties, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer, or of its businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Master Landowner or the Master Developer,

or (d) that would have a material and adverse effect upon the ability of the Master Landowner or the Master Developer to (i) complete the development of the Pod B 2023 Project as described in the Limited Offering Memoranda, (ii) pay the Pod B 2023 Special Assessments (with respect to the Master Landowner), or (iii) perform their various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Master Landowner and the Master Developer are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Master Landowner and the Master Developer are not aware of any default of any zoning condition, permit or development agreement which would adversely affect the ability to complete or cause the completion of development of Pod B – Assessment Area One as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the Pod B 2023 Project or the development of Pod B – Assessment Area One as described in the Offering Memoranda will not be obtained as required.

14. The Master Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Pod B 2023 Special Assessments imposed on lands in Pod B – Assessment Area One in the District owned by the Master Landowner within thirty (30) days following completion of the Pod B 2023 Project and acceptance thereof by the District.

15. The Master Landowner has not previously entered into any continuing disclosure obligations pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended.

16. Neither the Master Landowner nor the Master Developer is in default of any obligations to pay special assessments, and neither the Master Landowner nor the Master Developer is insolvent.

Dated: [_____], 2023.

RYE RANCH, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

NORTH LAKE COMMUNITIES, INC., a Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT H

CERTIFICATE OF ENGINEER

ZNS ENGINEERING, L.C. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [____], 2023 (the "Purchase Contract"), by and between Rye Ranch Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [____], 2023 and the Limited Offering Memorandum, dated [____], 2023, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as consulting engineers.

3. The plans and specifications for the Pod B 2023 Project and the development of Pod B (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Pod B 2023 Project and the development of Pod B – Assessment Area One have either been obtained or are reasonably expected to be obtained in the ordinary course.

4. The Engineers prepared the report entitled Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District, dated March 2023, as supplemented by the report entitled First Supplemental Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District, dated [June 7, 2023] (collectively, the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Pod B 2023 Project and the development of the Pod B – Assessment Area One are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE POD B CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The price expected to be paid by the District, based on current construction cost estimates, to the Master Developer for any future acquisition of the improvements included within the Pod B 2023 Project does not exceed the lesser of the cost of the Pod B 2023 Project or the fair market value of the assets acquired by the District.

7. The Pod B 2023 Project, as part of the District's Capital Improvement Plan and described in the Report, functions as a system of improvements providing sufficient benefit to Pod B – Assessment Area One to support the levy of the Pod B 2023 Special Assessments.

8. To the best of our knowledge, after due inquiry, the Master Developer and the Pod B Developer, as applicable, are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Master Developer and the Pod B Developer, respectively, and the construction of the Pod B 2023 Project and the development of Pod B – Assessment Area One, as applicable, all as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Pod B 2023 Project and the development of Pod B – Assessment Area One as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete the Pod B 2023 Project or the development of Pod B – Assessment Area One as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Pod B 2023 Project and the development of Pod B – Assessment Area One will not be obtained in due course as required by the Master Developer and the Pod B Developer, respectively, all as described in the Limited Offering Memoranda and all appendices thereto.

9. There is adequate water and sewer service capacity to serve the 297 single-family homes planned for Pod B – Assessment Area One.

Date: [_____], 2023

ZNS ENGINEERING, L.C.

By: _____
Print Name: _____
Title: _____

EXHIBIT I

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

WRATHELL, HUNT & ASSOCIATES, LLC ("WRATHELL"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Contract dated [____], 2023 (the "Purchase Contract"), by and between Rye Ranch Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Pod B 2023 Bonds, as applicable.

2. WRATHELL has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Pod B 2023 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [____], 2023 and the Limited Offering Memorandum, dated [____], 2023, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Pod B 2023 Bonds, we have been retained by the District to prepare the Pod B Project Master Special Assessment Methodology Report dated March 15, 2023, as supplemented by the [Supplemental Special Assessment Methodology Report] dated [____], 2023 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Pod B 2023 Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "THE POD B CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution

or delivery of the Pod B 2023 Bonds, or in any way contesting or affecting the validity of the Pod B 2023 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Pod B 2023 Bonds, or the existence or powers of the District.

8. The benefit from the Pod B 2023 Project equals or exceeds the Pod B 2023 Special Assessments, and such Pod B 2023 Special Assessments are fairly and reasonably allocated across all lands subject to the Pod B 2023 Special Assessments. Moreover, the assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Pod B 2023 Special Assessments, are sufficient to enable the District to pay the debt service on the Pod B 2023 Bonds through the final maturity thereof.

9. WRATHELL hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the Pod B 2023 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [_____], 2023 (the "Disclosure Agreement") by and among the District, Rye Ranch, LLC and WRATHELL, as Dissemination Agent, and acknowledged by WRATHELL, as District Manager, and U.S. Bank Trust Company, National Association, as trustee. WRATHELL hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement.

Dated: [_____], 2023.

WRATHELL, HUNT & ASSOCIATES, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Pod B 2023 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

DRAFT-1
GrayRobinson, P.A.
May 31, 2023

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____] , 2023

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of GrayRobinson, P.A., Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the District described herein, interest on the Pod B 2023 Bonds (as defined herein) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel, is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. However, for taxable years beginning after December 31, 2022, interest on the Pod B 2023 Bonds will be taken into account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations. In the opinion of Bond Counsel, interest on the Pod B 2023 Bonds will not be subject to taxation under the laws of the State of Florida, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein. See "TAX MATTERS" herein regarding certain other tax considerations.

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
(MANATEE COUNTY, FLORIDA)**

\$[_____]*

**Special Assessment Bonds, Series 2023
(Pod B – Assessment Area One)**

Dated: Date of Delivery

Due: As set forth herein.

The Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds") are being issued by the Rye Ranch Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 22-12 adopted by the Board of County Commissioners of Manatee County, Florida (the "County") on February 8, 2022, and effective on February 8, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Pod B 2023 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30 day months, payable semi-annually on each May 1 and November 1, commencing [November 1, 2023]. The Pod B 2023 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 Pod B 2023 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Pod B 2023 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in the Orlando, Florida, as trustee (the "Trustee") directly to Cede & Co., as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in an Pod B 2023 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 Pod B 2023 Bond. See "DESCRIPTION OF THE POD B 2023 BONDS - Book-Entry Only System" herein.

The Pod B 2023 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2022-26 and 2023-[__] adopted by the Board of Supervisors of the District (the "Board") on March 7, 2022, and [June 7], 2023, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of [_____] 1, 2023 (the "Master Indenture"), as amended and supplemented, with respect to the Pod B 2023 Bonds by a [Second] Supplemental Trust Indenture dated as of [_____] 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: [PROPOSED FORMS OF MASTER INDENTURE] AND SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Pod B 2023 Bonds will be used for the purpose of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Pod B 2023 Project (as hereinafter defined), (ii) funding a deposit to the Pod B 2023 Reserve Account in the amount of the Pod B 2023 Reserve Requirement, and (iii) paying the costs of issuance of the Pod B 2023 Bonds. See "THE CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Pod B 2023 Bonds will be secured by a pledge of the Pod B 2023 Pledged Revenues. "Pod B 2023 Pledged Revenues" shall mean (a) all revenues received by the District from the Pod B 2023 Special Assessments levied and collected on the assessable lands within Pod B –

Assessment Area One subject to the Pod B 2023 Special Assessments, benefitted by the Pod B 2023 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Pod B 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Pod B 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Supplemental Indenture created and established with respect to or for the benefit of the Pod B 2023 Bonds; provided, however, that Pod B 2023 Pledged Revenues shall not include (A) any moneys transferred to the Pod B 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Pod B 2023 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS" herein.

The Pod B 2023 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE POD B 2023 BONDS – Redemption Provisions" herein.

THE POD B 2023 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE POD B 2023 PLEDGED REVENUES, PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE POD B 2023 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, POD B 2023 SPECIAL ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE POD B 2023 BONDS. THE POD B 2023 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Pod B 2023 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below 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 transfers in any secondary market for the Pod B 2023 Bonds. The Pod B 2023 Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the Pod B 2023 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Pod B 2023 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$ _____	% Pod B 2023 Term Bond due November 1, 20__	, Yield _____%	, Price _____	, CUSIP # _____	**
\$ _____	% Pod B 2023 Term Bond due November 1, 20__	, Yield _____%	, Price _____	, CUSIP # _____	**
\$ _____	% Pod B 2023 Term Bond due November 1, 20__	, Yield _____%	, Price _____	, CUSIP # _____	**
\$ _____	% Pod B 2023 Term Bond due November 1, 20__	, Yield _____%	, Price _____	, CUSIP # _____	**

The initial sale of the Pod B 2023 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of GrayRobinson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Pod B 2023 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, Kutak Rock LLP, Tallahassee, Florida, as District Counsel, and GrayRobinson, P.A., as Disclosure Counsel. Certain legal matters will be passed upon for the Master Landowner and the Master Developer (each as hereinafter defined) by their counsel, [_____] , [_____] , Florida. The Underwriter is represented by its counsel, Aponte & Associates Law Firm, P.L.L.C., Orlando, Florida. It is expected that the Pod B 2023 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2023.

FMSbonds, Inc.

Dated: _____, 2023

* Preliminary, subject to change.

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

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Stephen Cerven, Chairman*
A. John Falkner, Vice Chairman*
Scott Falkner, Assistant Secretary*
Jeff Cerven, Assistant Secretary*
Roy Cohn, Assistant Secretary*

* Employee of, or affiliated with, the Master Landowner (as defined herein) or its affiliates.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

BOND COUNSEL AND DISCLOSURE COUNSEL

GrayRobinson, P.A.
Tampa, Florida

DISTRICT ENGINEER

ZNS Engineering, L.C.
Bradenton, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE POD B 2023 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE POD B 2023 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE MASTER LANDOWNER AND THE MASTER DEVELOPER (EACH AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE MASTER LANDOWNER AND THE MASTER DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT, POD B – ASSESSMENT AREA ONE OR THE POD B 2023 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE POD B 2023 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE POD B 2023 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE POD B 2023 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

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

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

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

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

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**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT
(MANATEE COUNTY, FLORIDA)**

\$[_____]***
**Special Assessment Bonds, Series 2023
(Pod B – Assessment Area One)**

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Rye Ranch Community Development District (the "District" or "Issuer") of its \$[_____]*** Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Pod B 2023 Bonds").

THE POD B 2023 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE POD B 2023 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 TRANSFERS IN ANY SECONDARY MARKET FOR THE POD B 2023 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE POD B 2023 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 22-12 adopted by the Board of County Commissioners of Manatee County, Florida (the "County") on February 8, 2022, and effective February 8, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management and control, water supply, sewer and wastewater management, bridges or culverts, roadway improvements, landscaping, street lights, parks and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District include approximately 1,368.60 gross acres of land (the "District Lands") located south and west of County Road No. 675 (Rutland Road), east of North Rye Road, and north of Upper Manatee River Road in an unincorporated area of Manatee County. The District Lands are being developed as a master-planned community known as "Rye Ranch" (the "Development"), which at build-out is expected to consist of approximately 3,500 residential units. See "THE DEVELOPMENT" herein for more information. The District Lands are being developed in multiple phases. Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), is the primary landowner of lands in the Development. North Lake Communities, Inc., a closely held Falkner family entity, is the master developer of the Development (the "Master Developer").

* Preliminary, subject to change.

The Development is expected to be part of a larger regional development (the "Master Development"). The Master Development is anticipated to encompass all of the Development along with the lands in the Northlake Stewardship District (currently approximately 25,000 gross acres) and include a variety of land uses. The District adopted Resolution 2023-08 on February 15, 2023 confirming its intent to merge the District with the Northlake Stewardship District, a local unit of special purpose government of the State of Florida (the "State") established by the State legislature pursuant to Chapter 2022-248, Laws of Florida. The Northlake Stewardship District currently includes approximately [25,000] gross acres in the County. The merger is anticipated to take place in the second half of 2023 and the surviving district will be known as the Northlake Stewardship District. All of the District's obligations in connection with the issuance of the Pod B 2023 Bonds will be assumed by the Northlake Stewardship District pursuant to the merger agreement. The lands within the Northlake Stewardship District are held in various entities owned by John Falkner and/or his family and/or their related interests.

Approximately 1,064 of the approximately 1368.60 acres within the Development have been broken into separate development pods: Pod A, Pod B, and Pod C. Each Pod has been or is expected to be sold to a land developer who will develop the pod. Pod B contains approximately 139.42 acres and is planned for approximately 533 single-family residential units. Pod B is under contract to be sold to Lennar Homes, LLC, a Florida limited liability company (the "Pod B Developer" or "Lennar Homes"), who is expected to develop Pod B and construct and sell homes for sale. Land development associated with Pod B is scheduled to occur in phases. Two Assessment Areas have been created within Pod B to facilitate the District's financing plans. The first phase of land development within Pod B consists of 80.58 acres of land planned to contain 297 units ("Pod B – Assessment Area One"). See "THE DEVELOPMENT" herein for more information.

The Pod B 2023 Bonds are being issued to finance a portion of the offsite and master infrastructure improvements required to deliver Pod B – Assessment Area One to the Pod B Developer (the "Pod B 2023 Project"). The Pod B 2023 Project is being installed by the Master Developer and will be funded in part from net proceeds of the Pod B 2023 Bonds. The Pod B 2023 Bonds will be secured by the Pod B 2023 Special Assessments, which will initially be levied on the approximately 80.58 gross acres within Pod B – Assessment Area One. As platting of the planned 297 lots within Pod B – Assessment Area One occurs, the Pod B 2023 Special Assessments will be assigned to the platted lots in Pod B – Assessment Area One on a first platted, first assigned basis. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein for more information.

The contract between the Master Landowner and the Pod B Developer (the "Pod B Contract") provides that Lennar Homes will install parcel specific infrastructure improvements for Pod B and subsequently construct and market homes therein for sale to end users. The Pod B Contract contemplates two separate takedowns for the land within Pod B, the first of which corresponds to the land constituting Pod B – Assessment Area One and the second corresponds to the land constituting Pod B – Assessment Area Two. See "THE DEVELOPMENT – The Pod B Contract" herein for more information.

The Pod B 2023 Bonds are being issued by the District pursuant to the Act, Resolution No. 2022-26 and Resolution No. 2023-[] adopted by the Board of Supervisors of the District (the "Board") on March 7, 2022, and [June 7], 2023, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of [] 1, 2023 (the "Master Indenture"), as amended and supplemented with respect to the Pod B 2023 Bonds by a [Second] Supplemental Trust Indenture dated as of [] 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in the Orlando, Florida, as trustee (the "Trustee"). Capitalized terms not defined herein

shall have the meanings assigned to them in the Indenture. See "APPENDIX A: [PROPOSED FORMS OF MASTER INDENTURE] AND SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the Pod B 2023 Bonds will be used for the purpose of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Pod B 2023 Project, (ii) funding a deposit to the Pod B 2023 Reserve Account in the amount of the Pod B 2023 Reserve Requirement, and (iii) paying the costs of issuance of the Pod B 2023 Bonds. See "THE CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Pod B 2023 Bonds will be secured by a pledge of the Pod B 2023 Pledged Revenues. "Pod B 2023 Pledged Revenues" shall mean (a) all revenues received by the District from the Pod B 2023 Special Assessments levied and collected on the assessable lands within Pod B – Assessment Area One subject to the Pod B 2023 Special Assessments, benefitted by the Pod B 2023 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Pod B 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Pod B 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Supplemental Indenture created and established with respect to or for the benefit of the Pod B 2023 Bonds; provided, however, that Pod B 2023 Pledged Revenues shall not include (A) any moneys transferred to the Pod B 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Pod B 2023 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Master Landowner, the Master Developer, the Pod B Developer, the Development, Pod B – Assessment Area One, the Pod B 2023 Project and summaries of the terms of the Pod B 2023 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Pod B 2023 Bonds are qualified by reference to the respective definitive form thereof and the information with respect thereto contained in the respective Indenture. [Proposed forms of] the Master Indenture and the Supplemental Indenture appear in APPENDIX A attached hereto.

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

DESCRIPTION OF THE POD B 2023 BONDS

General Description

The Pod B 2023 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof. The Pod B 2023 Bonds will initially be offered 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; provided, however, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Pod B 2023 Bonds. See "SUITABILITY FOR INVESTMENT" herein.

The Pod B 2023 Bonds shall be dated as of the date of initial delivery. Interest on the Pod B 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing [November 1, 2023]. Interest on the Pod B 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November 1, 2023], in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Pod B 2023 Bonds will be computed in all cases on the basis of a 360-day year consisting of twelve 30-day months. The Pod B 2023 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

Upon initial issuance, the Pod B 2023 Bonds shall be issued as one fully registered bond for each maturity of Pod B 2023 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants. As long as the Pod B 2023 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes of the Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Pod B 2023 Bonds ("Beneficial Owners"). Principal and interest on the Pod B 2023 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC nor its nominee, the Trustee or the District. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Pod B 2023 Bonds, through DTC Participants and Indirect Participants. During the period for which Cede & Co. is registered owner of the Pod B 2023 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system for the Pod B 2023 Bonds, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor, and after such time the Pod B 2023 Bonds may be exchanged for an equal aggregate principal amount of Pod B 2023 Bonds in Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "– Book-Entry Only System."

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the Pod B 2023 Bonds.

Redemption Provisions

Optional Redemption

The Pod B 2023 Bonds maturing after May 1, 20[___] may, at the option of the District, be called for redemption prior to maturity as a whole or in part, at any time, on or after [___ 1, 20___] (less than all Pod B 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Pod B 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date

through which interest has been paid to the redemption date from moneys on deposit in the Pod B 2023 Optional Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>
-------------	--

*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>
-------------	--

*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>
-------------	--

*

*Maturity

The Pod B 2023 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Pod B 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*

*Maturity

Upon any redemption of Pod B 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Pod B 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Pod B 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Pod B 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to mandatory sinking fund redemption amounts for immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Pod B 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date (as hereinafter defined)), at a Redemption Price equal to 100% of the principal amount of the Pod B 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) From Pod B 2023 Prepayment Principal deposited into the Pod B 2023 Prepayment Subaccount of the Pod B 2023 Bond Redemption Account following the payment in whole or in part of Pod B 2023 Special Assessments on any assessable property within the District in accordance with the provisions of the Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Pod B 2023 Reserve Account to the Pod B 2023 Prepayment Subaccount as a result of such Pod B 2023 Prepayment and pursuant to the Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level; or

(ii) From moneys, if any, on deposit in the Pod B 2023 Funds, Accounts and Subaccounts (other than the Pod B 2023 Rebate Fund and the Pod B 2023 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Pod B 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(iii) Upon the Completion Date (as defined in the Indenture), from any funds remaining on deposit in the Pod B 2023 Acquisition and Construction Account not otherwise reserved to complete the

Pod B 2023 Project and transferred to the Pod B 2023 General Redemption Subaccount of the Pod B 2023 Bond Redemption Account. If such redemption shall be in part, the District shall select such principal amount of Pod B 2023 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Pod B 2023 Bonds is substantially level

Except as otherwise provided in the Indenture, if less than all of the Pod B 2023 Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

"Quarterly Redemption Date" means February 1, May 1, August 1 and November 1 of any calendar year.

Notice of Redemption and of Purchase

When required to redeem or purchase Pod B 2023 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor 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, 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 Pod B 2023 Bonds for which notice was duly mailed in accordance with the Indenture. The District is authorized to direct the Trustee to give a conditional notice of redemption.

If at the time of mailing the notice of any redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Pod B 2023 Bonds called for redemption, such notice shall state that it is conditional and subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited. All payments of the Redemption Price of the Pod B 2023 Bonds shall be made on the dates hereinafter required.

Purchase of Pod B 2023 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Pod B 2023 Sinking Fund Account to the purchase of the Pod B 2023 Bonds in accordance with the Indenture, at prices not higher than the principal amount thereof, in lieu of redemption, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given.

Book-Entry Only System

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

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Pod B 2023 Bonds. The Pod B 2023 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 Pod B 2023 Bond certificate will be issued for each maturity of the Pod B 2023 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 Pod B 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Pod B 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Pod B 2023 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 Pod B 2023 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 Pod B 2023 Bonds, except in the event that use of the book-entry system for the Pod B 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Pod B 2023 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 Pod B 2023 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 Pod B 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Pod B 2023 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 Pod B 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Pod B 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Pod B 2023 Bond documents. For example, Beneficial Owners of Pod B 2023 Bonds may wish to ascertain that the nominee holding the Pod B 2023 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 Pod B 2023 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Pod B 2023 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Pod B 2023 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 Pod B 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions,* and interest payments on the Pod B 2023 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 Pod B 2023 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, Pod B 2023 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Pod B 2023 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS

General

THE POD B 2023 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE POD B 2023 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE POD B 2023 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, POD B 2023 SPECIAL ASSESSMENTS TO SECURE AND PAY THE POD B 2023 BONDS. THE POD B 2023

* Not applicable to the Pod B 2023 Bonds.

BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Pod B 2023 Bonds will be secured by a pledge of the Pod B 2023 Pledged Revenues. "Pod B 2023 Pledged Revenues" shall mean (a) all revenues received by the District from the Pod B 2023 Special Assessments levied and collected on the assessable lands within Pod B – Assessment Area One subject to the Pod B 2023 Special Assessments, benefitted by the Pod B 2023 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Pod B 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Pod B 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Supplemental Indenture created and established with respect to or for the benefit of the Pod B 2023 Bonds; provided, however, that Pod B 2023 Pledged Revenues shall not include (A) any moneys transferred to the Pod B 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Pod B 2023 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

The Pod B 2023 Special Assessments consist of the non-ad valorem special assessments imposed and levied by the District against the assessable lands within Pod B – Assessment Area One of the District, as a result of the District's acquisition and/or construction of all or a portion of the Pod B 2023 Project, corresponding in amount to the debt service on the Pod B 2023 Bonds and designated as such in the Assessment Methodology (as defined herein) relating thereto. The Pod B 2023 Special Assessments are levied pursuant to Section 190.022 of the Act, resolutions of the District adopted prior to delivery of the Pod B 2023 Bonds, as amended and supplemented from time to time (collectively, the "Assessment Resolutions") and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). The Assessment Methodology, which describes the methodology for allocating the Pod B 2023 Special Assessments to the assessable lands within the District, is included as APPENDIX D hereto. See also "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein.

Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Pod B 2023 Special Assessments will constitute a lien against the land as to which the Pod B 2023 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Covenant to Levy the Pod B 2023 Special Assessments

The District will covenant to levy the Pod B 2023 Special Assessments to the extent and in the amount sufficient to pay debt service requirements on the Pod B 2023 Bonds. If any Pod B 2023 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 Pod B 2023 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 Pod B 2023 Special Assessment when it might have done so, the District will additionally covenant in the Indenture to either (i) take all necessary steps to cause a new Pod B 2023 Special Assessment to be made for the whole or any part of such improvement or against any property benefitted by such improvement, or (ii) in its sole discretion, make up the amount of such Pod B 2023 Special Assessment from any legally available moneys, which moneys shall be deposited into the Pod B 2023 Revenue Account. In case such second Pod B 2023

Special Assessment shall be annulled, the District shall obtain and make other Pod B 2023 Special Assessments until a valid Pod B 2023 Special Assessment shall be made.

Prepayment of Pod B 2023 Special Assessments

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Pod B 2023 Special Assessments may pay the entire balance of the Pod B 2023 Special Assessments remaining due, without interest, within thirty (30) days after the Pod B 2023 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Pod B 2023 Project pursuant to Chapter 170.09, Florida Statutes. The Master Landowner, as the sole owner of the property within Pod B – Assessment Area One within the District, will waive this right in connection with the issuance of the Pod B 2023 Bonds and pursuant to a "Declaration of Consent (Rye Ranch Pod B – Assessment Area One)." Such declaration will be recorded in the public records of the County, and the covenants contained therein will be binding on the Master Landowner and its successors and assigns.

[Pursuant to the Assessment Proceedings, an owner of land against which an Pod B 2023 Special Assessment has been levied may prepay the entire amount of such Pod B 2023 Special Assessment, or a portion of the amount up to two times, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the next succeeding date interest is due (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before and interest payment date).]

Any prepayment of Pod B 2023 Special Assessments will result in the extraordinary mandatory redemption of Pod B 2023 Bonds, as indicated under "DESCRIPTION OF THE POD B 2023 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption." See also "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein. The prepayment of Pod B 2023 Special Assessments does not entitle the owner of the property to a discount for early payment.

Additional Bonds

In the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Pod B 2023 Special Assessments. In addition, the District will covenant not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within the District that are subject to the Pod B 2023 Special Assessments until the Pod B 2023 Special Assessments are Substantially Absorbed. "Substantially Absorbed" shall mean the date at least seventy-five percent (75%) of the principal portion of the Pod B 2023 Special Assessment have been assigned to residential units within Pod B – Assessment Area One that have received certificates of occupancy. The District shall present the Trustee with a certification that the Pod B 2023 Special Assessments are Substantially Absorbed, and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Pod B 2023 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Pod B 2023 Special Assessments have not been Substantially Absorbed. Such covenants shall not prohibit the District from issuing refunding Bonds secured by the Pod B 2023 Special Assessments or any Bonds or other obligations secured by other Special Assessments (i) if such Special Assessments are levied on District Lands not subject to the Pod B 2023 Special Assessments, (ii) if such Bonds or other obligations are issued to finance a capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Pod B 2023 Project, or (iii) upon the written consent of the Majority Holders

Except as set forth above, the District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Pod B 2023 Special Assessments without the consent of the Owners of the Pod B 2023 Bonds. Additionally, the District expects to impose certain non-

ad valorem special assessments called maintenance assessments, which are of equal dignity with the Pod B 2023 Special Assessments, on the same lands upon which the Pod B 2023 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District will covenant that (a) except for those improvements comprising any Project that are to be conveyed by the District to the County, the State Department of Transportation or another governmental entity and (b) except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber any Project or any part thereof, including the Pod B 2023 Project. See "APPENDIX A: [PROPOSED FORMS OF MASTER INDENTURE] AND SUPPLEMENTAL INDENTURE" herein for more information.

Pod B 2023 Acquisition and Construction Account

The Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Pod B 2023 Acquisition and Construction Account." Net proceeds of the Pod B 2023 Bonds shall be deposited into the Pod B 2023 Acquisition and Construction Account in the amount set forth in the Supplemental Indenture, together with any moneys transferred or deposited thereto, including moneys transferred from the Pod B 2023 Reserve Account after satisfaction of the Conditions for Reduction of Reserve Requirement (as defined herein), and such moneys shall be applied as set forth in the Indenture and the Acquisition Agreement. Funds on deposit in the Pod B 2023 Acquisition and Construction Account shall only be requested by the District to be applied to the Costs of the Pod B 2023 Project. Upon satisfaction of the Condition for Reduction of Reserve Requirement, the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement shall then be transferred to the Pod B 2023 Acquisition and Construction Account and applied as provided in the Supplemental Indenture.

After the Completion Date for the Pod B 2023 Project, and after retaining costs to complete the Pod B 2023 Project, any moneys remaining in the Pod B 2023 Acquisition and Construction Account shall be transferred to the Pod B 2023 General Redemption Subaccount, as directed in writing by the District, or the District Manager on behalf of the District, to the Trustee. After no funds remain therein, the Pod B 2023 Acquisition and Construction Account shall be closed. Notwithstanding the foregoing, the Pod B 2023 Acquisition and Construction Account shall not be closed until after the Condition for Reduction of Reserve Requirement shall have occurred and the excess funds from the Pod B 2023 Reserve Account shall have been transferred to the Pod B 2023 Acquisition and Construction Account and applied in accordance with the Supplemental Indenture. The Trustee shall not be responsible for determining the amounts in the Pod B 2023 Acquisition and Construction Account allocable to the respective components of the Pod B 2023 Project.

The Trustee shall make no such transfers from the Pod B 2023 Acquisition and Construction Account to the Pod B 2023 General Redemption Subaccount if an Event of Default exists with respect to the Pod B 2023 Bonds of which the Trustee has notice as described in the Master Indenture or of which the Trustee has actual knowledge as described in the Master Indenture. Except as provided in the Supplemental Indenture with respect to mandatory redemption of the Pod B 2023 Bonds after the Completion Date or with respect to use of the Pod B 2023 Acquisition and Construction Account following an Event of Default, the Trustee shall withdraw moneys from the Pod B 2023 Acquisition and Construction Account only upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Supplemental Indenture.

In accordance with the provisions of the Indenture, the Pod B 2023 Bonds are payable solely from the Pod B 2023 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 District will acknowledge that the Pod B 2023 Pledged Revenues include, without limitation, all amounts on deposit in the Pod B 2023 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee and that, upon the occurrence of an Event of Default with respect to the Pod B 2023 Bonds, (i) the Pod B 2023 Pledged Revenues may not be used by the District (whether to pay costs of the Pod B 2023 Project or otherwise) without the consent of the Majority Holders, and (ii) the Pod B 2023 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture, provided, however notwithstanding anything in the Supplemental Indenture to the contrary the Trustee is also authorized to utilize the Pod B 2023 Pledged Revenues to pay fees and expenses as provided in the Master Indenture.

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Pod B 2023 Acquisition and Construction Account shall be made only with the consent of the Majority Holders, except as provided below. During the continuance of a Payment Related Default, the Majority Holders shall have the right to provide direction to the District to terminate, suspend, or proceed under any contracts for construction of the Pod B 2023 Project entered into prior to the occurrence of such Payment Related Default. The Majority Holders may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Holders provide such direction to the District, disbursements may be made without the consent of the Majority Holders for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Holders to proceed under any such contract(s), no consent of the Majority Holders shall be required for disbursements for Costs incurred by the District thereunder until the date of suspension or termination of such contract directed by the Majority Holders described in subparagraph (iii) below.

(iii) Upon direction by the Majority Holders to suspend or terminate such construction contract(s), disbursements for Costs incurred by the District thereunder shall only be made (x) for disbursements for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the District is entitled to suspend or terminate such construction contract at the direction of the Majority Holders, or (y) with the consent of the Majority Holders.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Holders shall be required for disbursements for Costs under contracts for the acquisition of Pod B 2023 Project improvements from the Master Developer, the Master Landowner or their respective affiliates.

Pod B 2023 Reserve Account

The Indenture establishes an Pod B 2023 Reserve Account within the Debt Service Reserve Fund for the Pod B 2023 Bonds. The Pod B 2023 Reserve Account will, at the time of delivery of the Pod B 2023 Bonds, be funded from a portion of the proceeds of the Pod B 2023 Bonds in the amount of the Pod B 2023 Reserve Requirement. The "Pod B 2023 Reserve Requirement" or "Reserve Requirement" shall mean (i)

initially, fifty percent (50%) of the maximum annual debt service on the Pod B 2023 Bonds as calculated from time to time; and (ii) upon the occurrence of the Condition for Reduction of Reserve Requirement, ten percent (10%) of the maximum annual debt service on the Pod B 2023 Bonds as calculated from time to time. Upon satisfaction of the Condition for Reduction of Reserve Requirement, such excess amount shall be released from the Pod B 2023 Reserve Account and transferred to the Pod B 2023 Acquisition and Construction Account in accordance with the provisions of the Supplemental Indenture. For the purpose of calculating the Pod B 2023 Reserve Requirement, fifty percent (50%) of maximum annual debt service or ten percent (10%) of maximum annual debt service, as the case may be, shall be calculated as of the date of the original issuance and delivery and recalculated in connection with each extraordinary mandatory redemption of the Pod B 2023 Bonds from Pod B 2023 Prepayment Principal as set forth in the Supplemental Indenture (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Pod B 2023 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Pod B 2023 Prepayment Subaccount in accordance with the provisions of the Supplemental Indenture. Amounts on deposit in the Pod B 2023 Reserve Account may, upon final maturity or redemption of all Outstanding Pod B 2023 Bonds, be used to pay principal of and interest on the Pod B 2023 Bonds at that time. Initially, the Pod B 2023 Reserve Requirement shall be equal to \$[_____].

"Condition for Reduction of Reserve Requirement" with respect to the Pod B 2023 Bonds shall mean collectively (i) all of the principal portion of the Pod B 2023 Special Assessments has been assigned to residential units that have been constructed and each has received a certificate of occupancy, and (ii) there shall be no Events of Default under the Indenture with respect to the Pod B 2023 Bonds, each as certified by the District Manager. The District shall present the Trustee with the certifications of the District Manager regarding the satisfaction of the Condition for Reduction of Reserve Requirement, and the Trustee may rely conclusively upon such certifications and shall have no duty to verify the same.

Proceeds of the Pod B 2023 Bonds shall be deposited into the Pod B 2023 Reserve Account in the amount set forth in the Supplemental Indenture, and such moneys, together with any other moneys deposited into the Pod B 2023 Reserve Account shall be applied for the purposes provided in the Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the District will covenant not to substitute the cash and Investment Securities on deposit in the Pod B 2023 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Pod B 2023 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Pod B 2023 Reserve Account and transfer any excess therein above the Reserve Requirement for the Pod B 2023 Bonds caused by investment earnings to the Pod B 2023 Revenue Account in accordance with the Supplemental Indenture.

In the event of a prepayment of Pod B 2023 Special Assessments in accordance with the Supplemental Indenture, forty-five (45) days before the next Quarterly Redemption Date, the District shall recalculate the Pod B 2023 Reserve Requirement, taking into account the amount of Pod B 2023 Bonds that will be outstanding as a result of such prepayment of Pod B 2023 Special Assessments, and provide the Trustee with the amount of the excess, and the Trustee shall transfer the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement, resulting from Pod B 2023 Prepayment Principal, to the Pod B 2023 Prepayment Subaccount to be applied toward the extraordinary redemption of Pod B 2023 Bonds in accordance with the extraordinary mandatory redemption provisions set forth in as an exhibit to the Supplemental Indenture, as a credit against the Pod B 2023 Prepayment

Principal otherwise required to be made by the owner of such property subject to Pod B 2023 Special Assessments.

Upon satisfaction of the Condition for Reduction of Reserve Requirement, the amount on deposit in the Pod B 2023 Reserve Account in excess of the Pod B 2023 Reserve Requirement shall then be transferred to the Pod B 2023 Acquisition and Construction Account and, upon compliance with the requisition provisions set forth in the Supplemental Indenture, shall, within thirty (30) days of such transfer, be applied to pay any requisitions submitted pursuant to the Supplemental Indenture that remain unpaid ("Unpaid Requisitions"), in full or in part, in chronological order (oldest to newest) based on the date such requisitions were submitted by the District to the Trustee. Any requisition submitted in compliance with the prior sentence shall be executed by the District and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared, provided that such Costs of the Pod B 2023 Project were not previously paid from the Pod B 2023 Acquisition and Construction Account. In the event that there are no Unpaid Requisitions at such time as the Condition for Reduction of Reserve Requirement is satisfied, then such excess moneys transferred from the Pod B 2023 Reserve Account to the Pod B 2023 Acquisition and Construction Account shall be deposited into the Pod B 2023 General Redemption Subaccount of the Pod B 2023 Bond Redemption Account upon direction by the District to the Trustee.

Notwithstanding any of the foregoing, amounts on deposit in the Pod B 2023 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Pod B 2023 Bonds to the Pod B 2023 General Redemption Subaccount, if as a result of the application of the provisions of the Master Indenture regarding Events of Default, the proceeds received from lands sold subject to the Pod B 2023 Special Assessments and applied to redeem a portion of the Pod B 2023 Bonds is less than the principal amount of Pod B 2023 Bonds indebtedness attributable to such lands.

In addition, and together with the moneys transferred from the Pod B 2023 Reserve Account pursuant to this paragraph, if the amount on deposit in the Pod B 2023 General Redemption Subaccount is not sufficient to redeem a principal amount of the Pod B 2023 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Pod B 2023 Revenue Account to round up the amount in the Pod B 2023 Prepayment Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Pod B 2023 Revenue Account shall be made to pay interest on and/or principal of the Pod B 2023 Bonds for the extraordinary mandatory redemption thereof if the deposits required under the paragraphs FIRST through FIFTH below cannot first be made in full.

It shall be an event of default under the Indenture if at any time the amount in the Pod B 2023 Reserve Account is less than the Pod B 2023 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Pod B 2023 Debt Service Requirement and such amount has not been restored within ninety (90) days of such withdrawal.

Deposit and Application of the Pod B 2023 Pledged Revenues

The Indenture establishes an Pod B 2023 Revenue Account within the Revenue Fund for the Pod B 2023 Bonds. Pod B 2023 Special Assessments (except for Prepayments of Pod B 2023 Special Assessments, which shall be identified as such by the District to the Trustee and deposited in the Pod B 2023 Prepayment Subaccount) shall be deposited by the Trustee into the Pod B 2023 Revenue Account and applied as set forth in the Indenture. Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the Pod B 2023 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing [_____, 20__], to the Pod B 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Pod B 2023 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Pod B 2023 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing [May 1, 20__], to the Pod B 2023 Sinking Fund Account, an amount equal to the principal amount of Pod B 2023 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Pod B 2023 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while the Pod B 2023 Bonds remain Outstanding, to the Pod B 2023 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Pod B 2023 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Pod B 2023 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Pod B 2023 Interest Account the amount necessary to pay interest on the Pod B 2023 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Pod B 2023 Costs of Issuance Account upon the written request of the District to cover any deficiencies in the amount allocated to pay the cost of issuing the Pod B 2023 Bonds and next, any balance in the Pod B 2023 Revenue Account shall remain on deposit in such Pod B 2023 Revenue Account, unless needed for the purposes of rounding the principal amount of a Pod B 2023 Bond subject to extraordinary mandatory redemption pursuant to the Supplemental Indenture to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Pod B 2023 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Notwithstanding the foregoing, in the event of redemption of Pod B 2023 Bonds from Prepayments on deposit in the Pod B 2023 Prepayment Subaccount, the Trustee is further authorized, upon written direction from the Issuer, to transfer from the Pod B 2023 Revenue Account to the Pod B 2023 Prepayment Subaccount sufficient funds to cause the redemption of the next closest Authorized Denomination of Pod B 2023 Bonds, as provided in the Supplemental Indenture.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Pod B 2023 Accounts in the Debt Service Fund and the Pod B 2023 Bond Redemption Account only in Government Obligations and certain types of securities listed within the definition of Investment Securities. The Trustee shall, as directed by the District in writing, invest moneys held in the Pod B 2023 Debt Service Reserve Account 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 for the purposes set forth in the Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the

Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indenture, any interest and other income so received shall be deposited in Pod B 2023 Revenue Account. 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. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale. The Trustee may make any permitted investments through its own bond department or investment department. See "APPENDIX A: [PROPOSED FORMS OF MASTER INDENTURE] AND SUPPLEMENTAL INDENTURE" hereto.

The Trustee shall value the assets in each of the Funds and Accounts established under the Indenture forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date.

Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

For purposes of the following, each Series of Bonds under the Master Indenture secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments."

The Master Indenture [will] contain[s] 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 subject to the Affected 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"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least five percent (5%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District will agree 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 will also acknowledge and agree that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District will agree that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or

objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal 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. If the Trustee chooses to exercise any such rights, 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 propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) 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 Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (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 the immediately preceding paragraphs, nothing in the Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for "maintenance special assessments," and the District shall be free to pursue such a claim for maintenance special assessments in such manner as it shall deem appropriate. Any actions taken by the District in pursuance of its claim for "maintenance special assessments" in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Affected Special Assessments, whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in this Section. Notwithstanding any provision in the Indenture to the contrary, the District will agree in the Master Indenture that the Trustee shall have thirty (30) days to respond to any request by the District to take action if requested by any party, including the District. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein for more information.

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 Pod B 2023 Bonds:

(a) if payment of any installment of interest on any Pod B 2023 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Pod B 2023 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which may be determined solely by the Majority Holders of the Outstanding Pod B 2023 Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation,

bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Pod B 2023 Bond and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Pod B 2023 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Pod B 2023 Reserve Account is less than the Pod B 2023 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Pod B 2023 Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or

(g) if more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District lands upon which the Pod B 2023 Special Assessments are levied to secure the Pod B 2023 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

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

No Pod B 2023 Bonds shall be subject to acceleration. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Pod B 2023 Bonds pursuant to the Indenture shall occur unless all of the Pod B 2023 Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of the Outstanding Pod B 2023 Bonds agree to such redemption; provided however nothing in this paragraph shall prevent a pro rata default distribution pursuant to the Indenture.

If any Event of Default with respect to the Pod B 2023 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Pod B 2023 Bonds 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 Pod B 2023 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Pod B 2023 Bondholders and to perform its or their duties under the Act;

(b) bring suit upon the Pod B 2023 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Pod B 2023 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Pod B 2023 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Pod B 2023 Bonds.

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

The Majority Holders of the Outstanding Pod B 2023 Bonds then subject to remedial proceedings under the Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Pod B 2023 Bonds is the collection of Pod B 2023 Special Assessments imposed on District lands in Pod B – Assessment Area One specially benefited by the Pod B 2023 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

The imposition, levy, and collection of Pod B 2023 Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Manatee County Tax Collector ("Tax Collector") or the Manatee County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Pod B 2023 Special Assessments during any year. Such delays in the collection of Pod B 2023 Special Assessments, or complete inability to collect the Pod B 2023 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 Pod B 2023 Bonds. See "BONDDOWNERS' RISKS." To the extent that landowners fail to pay the Pod B 2023 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 Pod B 2023 Bonds.

For the Pod B 2023 Special Assessments to be valid, the Pod B 2023 Special Assessments must meet two requirements: (1) the benefit from the Pod B 2023 Project to the lands subject to the Pod B 2023 Special Assessments must exceed or equal the amount of the Pod B 2023 Special Assessments, and (2) the Pod B 2023 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. Pursuant to the Act, and the Assessment Proceedings, the District may collect the Pod B 2023 Special Assessments through a variety of methods. Initially, the District will directly collect the Pod B 2023 Special Assessments levied in lieu of the Uniform Method with respect to any lands within Pod B – Assessment Area One that have not been platted, or with respect to which the timing for using the Uniform Method will not yet allow for using such method, in each case unless the Trustee at the direction of the Majority Holders directs the District otherwise. As the lands securing the Pod B 2023 Special Assessments are platted, the Pod B 2023 Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Pod B 2023 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 Pod B 2023 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 Pod B 2023 Special Assessments and the ability to foreclose the lien of such Pod B 2023 Special Assessments upon the failure to pay such Pod B 2023 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 Pod B 2023 Special Assessments. See "BONDOWNERS' RISKS."

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Pod B 2023 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 Pod B 2023 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Pod B 2023 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 Pod B 2023 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 Pod B 2023 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 Pod B 2023 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Pod B 2023 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 Pod B 2023 Bonds.

Under the Uniform Method, if the Pod B 2023 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 Pod B 2023 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 Pod B 2023 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Pod B 2023 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 Pod B 2023 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Pod B 2023 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 Pod B 2023 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 Pod B 2023 Special Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, 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, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

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

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

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

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

There can be no guarantee that the Uniform Method will result in the payment of Pod B 2023 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 Pod B 2023 Special Assessments, which are the primary source of payment of the Pod B 2023 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 issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Pod B 2023 Bonds offered hereby and are set forth below. Prospective investors in the Pod B 2023 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 Pod B 2023 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 Pod B 2023 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 Pod B 2023 Bonds.

Concentration of Land Ownership

As of the date hereof, the Master Landowner owns all of the assessable lands within Pod B – Assessment Area One, which are the lands that will be subject to the Pod B 2023 Special Assessments securing the Pod B 2023 Bonds. Payment of the Pod B 2023 Special Assessments is primarily dependent upon their timely payment by the Master Landowner and the other future landowners in Pod B – Assessment Area One. Non-payment of the Pod B 2023 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Pod B 2023 Bonds. See "THE MASTER LANDOWNER AND THE MASTER DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Master Landowner or any other owner of benefited property, delays could occur in the payment of debt service on the Pod B 2023 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Master Landowner and any other landowner to pay the Pod B 2023 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Pod B 2023 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Pod B 2023 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Pod B 2023 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 Pod B 2023 Bonds, including, without limitation, enforcement of the obligation to pay Pod B 2023 Special Assessments and the ability of the District to foreclose the lien of the Pod B 2023 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 Pod B 2023 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 Pod B 2023 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an Insolvent Taxpayer (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

Pod B 2023 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Pod B 2023 Bonds is the timely collection of the Pod B 2023 Special Assessments. The Pod B 2023 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Master Landowner or subsequent landowners will be able to pay the Pod B 2023 Special Assessments or that they will pay such Pod B 2023 Special Assessments even though financially able to do so. Neither the Master Landowner nor any other subsequent landowners have any personal obligation to pay the Pod B 2023 Special Assessments. Neither the Master Landowner nor any subsequent landowners are guarantors of payment of any Pod B 2023 Special Assessments, and the recourse for the failure of the Master Landowner or any subsequent landowner to pay the Pod B 2023 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Pod B 2023 Special Assessments, as described herein. Therefore the likelihood of collection of the Pod B 2023 Special Assessments may ultimately depend on the market value of the land subject to the Pod B 2023 Special Assessments. While the ability of the Master Landowner or subsequent landowners to pay the Pod B 2023 Special Assessments is a relevant factor, the willingness of the Master Landowner or subsequent landowners to pay the Pod B 2023 Special Assessments, which may also be affected by the value of the land subject to the Pod B 2023 Special Assessments, is also an important factor in the collection of Pod B 2023 Special Assessments. The failure of the Master Landowner or subsequent landowners to pay the Pod B 2023 Special Assessments could render the District unable to collect delinquent Pod B 2023 Special Assessments 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 Pod B 2023 Bonds.

Regulatory and Environmental Risks

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner

could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals," herein for more information.

The value of the land within the District, the success of the Development, the development of Pod B – Assessment Area One and the likelihood of timely payment of principal and interest on the Pod B 2023 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Pod B 2023 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the Pod B 2023 Bondholders in the event any recognized environmental conditions are later found to be present on District Lands. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Pod B – Assessment Area One.

The value of the lands subject to the Pod B 2023 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Pod B 2023 Bonds. The Pod B 2023 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Pod B – Assessment Area One and the sale of single-family residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Master Landowner, the Master Developer or the Pod B Developer. Moreover, the Master Developer and the Pod B Developer have certain rights to modify or change plans for development of Pod B 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. The Master Landowner may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Pod B 2023 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 Pod B 2023 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the

District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Pod B 2023 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Pod B 2023 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Pod B 2023 Special Assessment, even though the landowner is not contesting the amount of the Pod B 2023 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Pod B 2023 Bonds

The Pod B 2023 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Pod B 2023 Bonds in the event an Owner thereof determines to solicit purchasers for the Pod B 2023 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Pod B 2023 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Pod B 2023 Bonds, depending on the progress of development of the Development and the lands within Pod B – Assessment Area One, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Pod B 2023 Special Assessments, may not adversely affect the timely payment of debt service on the Pod B 2023 Bonds because of the Pod B 2023 Reserve Account. The ability of the Pod B 2023 Reserve Account to fund deficiencies caused by delinquencies in the Pod B 2023 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Pod B 2023 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Reserve Account to make up deficiencies. If the District has difficulty in collecting the Pod B 2023 Special Assessments, the Pod B 2023 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Pod B 2023 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Pod B 2023 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 Pod B 2023 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Pod B 2023 Special Assessments in order to provide for the replenishment of the Pod B 2023 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS – Pod B 2023 Reserve Account" herein for more information about the Pod B 2023 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Pod B 2023 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Pod B 2023 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined) there are limitations on the amounts of proceeds from the Pod B 2023 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

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

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017,

the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Master Landowner 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. Such certification by the Master Landowner 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 Pod B 2023 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 Pod B 2023 Bonds are advised that, if the IRS does audit the Pod B 2023 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 Pod B 2023 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 Pod B 2023 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 Pod B 2023 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 Pod B 2023 Bonds would adversely affect the availability of any secondary market for the Pod B 2023 Bonds. Should interest on the Pod B 2023 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Pod B 2023 Bonds be required to pay income taxes on the interest received on such Pod B 2023 Bonds and related penalties, but because the interest rate on such Pod B 2023 Bonds will not be adequate to compensate Owners of the Pod B 2023 Bonds for the income taxes due on such interest, the value of the Pod B 2023 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE POD B 2023 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE POD B 2023 BONDS. PROSPECTIVE PURCHASERS OF THE POD B 2023 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE POD B 2023 BONDS IN THE EVENT THAT THE INTEREST ON THE POD B 2023 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).

Loss of Exemption from Securities Registration

The Pod B 2023 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of Pod B 2023 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Pod B 2023 Bonds would need to ensure that subsequent transfers of the Pod B 2023 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Pod B 2023 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Pod B 2023 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 Pod B 2023 Bonds. Prospective purchasers of the Pod B 2023 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Pod B 2023 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete Development

The cost to finish the Pod B 2023 Project will exceed the net proceeds from the Pod B 2023 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete

the Pod B 2023 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Pod B 2023 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS – Additional Bonds" for more information.

Although the Master Developer will agree to fund or cause to be funded the completion of the Pod B 2023 Project regardless of the insufficiency of proceeds from the Pod B 2023 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Master Developer will have sufficient resources to do so. Such obligation of the Master Developer is an unsecured obligation[, and the Master Developer is special-purpose entity whose assets consist primarily of its interests in the Master Development]. See "THE MASTER LANDOWNER AND THE MASTER DEVELOPER" herein for more information.

There are no assurances that the Pod B 2023 Project and any other remaining development work associated with Pod B – Assessment Area One will be completed. Further, there is a possibility that, even if the Pod B 2023 Project is completed, the Pod B Developer may not close on all or any of the land therein, and such failure to close could negatively impact the installation of parcel infrastructure and the construction and sale of homes within Pod B – Assessment Area One. The Pod B Contract may also be terminated by the Pod B Developer upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – The Pod B Contract" herein for more information about the Pod B Developer and the Pod B Contract.

Pandemics and Other Public Health Emergencies

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Master Landowner, the Master Developer, and the Pod B Developer, as well as the timely and successful completion of the Development, including Pod B – Assessment Area One, and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Pod B 2023 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Pod B 2023 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the Pod B 2023 Special Assessments by the Master Landowner or subsequent owners of the property within Pod B – Assessment Area One. Any such redemptions of the Pod B 2023 Bonds would

be at the principal amount of such Pod B 2023 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Pod B 2023 Bonds may not realize their anticipated rate of return on the Pod B 2023 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Pod B 2023 Bonds. See "DESCRIPTION OF THE POD B 2023 BONDS – Redemption Provisions," "– Purchase of Pod B 2023 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE POD B 2023 BONDS – Prepayment of Pod B 2023 Special Assessments" herein for more information

Payment of Pod B 2023 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Pod B 2023 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF FUNDS

Source of Funds

Pod B 2023
Bonds

Par Amount
[Net Original Issue Premium/Discount]

Total Sources

Use of Funds

Deposit to Pod B 2023 Acquisition and Construction Account
Deposit to Pod B 2023 Reserve Account
Deposit to Pod B 2023 Interest Account⁽¹⁾
Costs of Issuance, including Underwriter's Discount⁽²⁾

Total Uses

(1) Interest is capitalized through at least [November 1, 2023].

(2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Pod B 2023 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Pod B 2023 Bonds:

Year Ended	Pod B 2023 Bonds		
November 1	Principal	Interest	Total

Total

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THE DISTRICT

General Information

The District was established by Ordinance No. 22-12, adopted by the Board of County Commissioners of Manatee County, Florida (the "County") on February 8, 2022, and effective February 8, 2022, under the provisions of the Act. The boundaries of the District include approximately 1,368.60 gross acres of land (the "District Lands") located north of County Road No. 675 (Rutland Road), south of State Road No. 62, and east of 161st Avenue East in an unincorporated area of the County. The District Lands are being developed as the master-planned community known as "Rye Ranch." See "THE DEVELOPMENT" herein for more information.

The District adopted Resolution 2023-08 on February 15, 2023 confirming its intent to merge the District with the Northlake Stewardship District, a local unit of special purpose government of the State established by the State legislature pursuant to Chapter 2022-248, Laws of Florida. The Northlake Stewardship District currently includes approximately [25,000] gross acres in the County. The merger is anticipated to take place in the second half of 2023 and the surviving district will be known as the Northlake Stewardship District. All of the District's obligations in connection with the issuance of the Pod B 2023 Bonds will be assumed by the Northlake Stewardship District pursuant to the merger agreement.

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 of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

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

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Pod B 2023 Bonds.

Board of Supervisors

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

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

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

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

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

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Stephen Cerven*	Chairman	November 2026
A. John Falkner*	Vice Chairman	November 2026
Scott Falkner*	Assistant Secretary	November 2024
Jeff Cerven*	Assistant Secretary	November 2024
Roy Cohn*	Assistant Secretary	November 2024

* Employee of, or affiliated with, the Master Landowner or its affiliates.

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

The District Manager and Other Consultants

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

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

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of GrayRobinson, P.A., Tampa, Florida, as Bond Counsel and Disclosure Counsel; ZNS Engineering, L.C., Bradenton, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and prepare the Assessment Methodology and to serve as Dissemination Agent for the Pod B 2023 Bonds.

[No] Outstanding Bond Indebtedness

[The District has not previously issued any bonds or other similar debt obligations. / TBD Pod A 2023 Bonds]

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THE POD B CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT

ZNS Engineering, LC (the "District Engineer") prepared a report entitled Master Engineer's Report – Pod B Project for the Rye Ranch Community Development District, dated March 2023 (the "Master Report"), as supplemented by the report entitled First Supplemental Engineer's Report (Pod B 2023 Project) for the Rye Ranch Community Development District, dated [June 7, 2023] (the "Supplemental Report" and collectively with the Master Report, the "Engineer's Report"). The Engineer's Report sets forth certain public infrastructure improvements for the development of the 533 residential lots currently planned for Pod B (the "Pod B Capital Improvement Plan"). The District Engineer, in the Engineer's Report, estimates the total cost of the Pod B Capital Improvement Plan to be approximately \$38 million.

Land development associated with Pod B is scheduled to occur in phases. Two Assessment Areas have been created within Pod B to facilitate the District's financing plans. The first phase of land development within Pod B consists of 80.58 acres of land planned to contain 297 residential units ("Pod B – Assessment Area One"). The second phase of land development within Pod B consists of 58.84 acres of land planned to contain 236 residential units ("Pod B – Assessment Area Two").

The Engineer's Report estimates the cost of (i) the offsite and master infrastructure improvements required to deliver Pod B – Assessment Area One to the Pod B Developer, which improvements are being installed by the Master Developer and funded in part from proceeds of the Pod B 2023 Bonds (the "Pod B 2023 Project"), and (ii) the parcel infrastructure associated with the development of Pod B – Assessment Area One, which is expected to be funded by the Pod B Developer upon its acquisition of the undeveloped land within Pod B – Assessment Area One. The total cost of the Pod B 2023 Project is estimated at \$_____ million, as set forth in more detail below. See "APPENDIX C: ENGINEER'S REPORT" for more information.

Improvements	Pod B 2023 Project	Pod B – Assessment Area One	Total
	Master and Offsite Costs	Parcel Costs*	
District Collector Roads	\$ _____	\$ _____	\$ _____
District Community Roads	_____	_____	_____
Water and Wastewater Utilities	_____	_____	_____
Stormwater Management	_____	_____	_____
Undergrounding of Conduit	_____	_____	_____
Landscape/Hardscape/Irrigation	_____	_____	_____
Recreational Improvements	_____	_____	_____
Conservation Areas	_____	_____	_____
Off-Site Improvements	_____	_____	_____
Professional Fees	_____	_____	_____
Contingency	_____	_____	_____
Total:	\$ _____	\$ _____	\$ _____

**Not included within the Pod B 2023 Project.*

Installation of the Pod B 2023 Project is expected to commence in [_____] and is expected to be completed by [_____]. The Parcel B Developer is expected to close on the land constituting Pod B – Assessment Area One by [_____], at which point on-site land development associated with Pod B – Assessment Area One is expected to commence. Such onsite work is expected to be completed by [_____]. A plat for the 297 lots planned for Pod B – Assessment Area One is expected to be recorded by [_____].

Net proceeds of the Pod B 2023 Bonds will be deposited in the Pod B 2023 Acquisition and Construction Account in the amount of approximately \$5.4 million* and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Pod B 2023 Project. Costs of the Pod B 2023 Project not funded with proceeds of the Pod B 2023 Bonds are the obligation of the Master Developer. The Master Developer will enter into a Completion Agreement with the District as evidence of its completion obligation. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

The District Engineer has indicated that all engineering permits necessary to construct the Pod B 2023 Project that are set forth in the Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the zoning and permitting status of the Development. See "APPENDIX C: ENGINEER'S REPORT" attached hereto for more information regarding the above improvements.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

The "Pod B Project" Master Special Assessment Methodology Report dated March 15, 2023 (the "Master Assessment Methodology"), as supplemented by the Pod B 2023 Project Preliminary First Supplemental Special Assessment Methodology Report dated [_____], 2023 (the "Supplemental Assessment Methodology" and, together with the Master Assessment Methodology, the "Assessment Methodology"), allocate the Pod B 2023 Special Assessments to certain lands within Pod B – Assessment Area One, and have been prepared by Wrathell, Hunt & Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Pod B 2023 Bonds are determined, the Supplemental Assessment Methodology will be amended to reflect such final terms. Once levied and imposed, the Pod B 2023 Special Assessments are first liens on the lands within Pod B – Assessment Area One against which they are 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.

As set forth in the Assessment Methodology, the Pod B 2023 Special Assessments are initially levied on the assessable lands within Pod B – Assessment Area One within the District. Pod B – Assessment Area One consists of 80.58 acres of land planned to contain 297 units. As set forth in the Assessment Methodology, the Pod B 2023 Special Assessments will be assigned to platted lots in Pod B – Assessment Area One on a first-platted, first-assigned basis. See "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

Upon platting of Pod B – Assessment Area One, the estimated Pod B 2023 Special Assessments levied and allocated to platted units to pay debt service on the Pod B 2023 Bonds and the estimated Pod B 2023 Bond par per unit are expected to be as follows:

Product Type	No. of Units	Pod B 2023 Assessments Per Unit*	Pod B 2023 Bonds Par Debt Per Unit*
Single-Family 40'	173	\$1,280	\$18,095
Single-Family 50'	<u>124</u>	\$1,600	\$22,618
Total	297		

*Preliminary, subject to change. Pod B 2023 Special Assessments collected via the Uniform Method will include a gross up account for early payment discounts and County collection fees.

The District anticipates levying assessments to cover its operation and maintenance costs. Presently, the District's operational expenses are only administrative in nature and are funded by the respective landowners of Pod A, Pod B and Pod C within the District. As the District constructs or acquires improvements, the District will begin to incur maintenance costs. Assessments for operations and maintenance will commence following the District's approval of a future budget.

The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2022 was approximately 13.8306 mills, which millage rate is subject to change. These taxes would be payable in addition to the Pod B 2023 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 County and the School District of Manatee County, Florida may each levy ad valorem taxes and/or special assessments 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 – Taxes, Fees and Assessments" for more information including expected homeowners association fees.

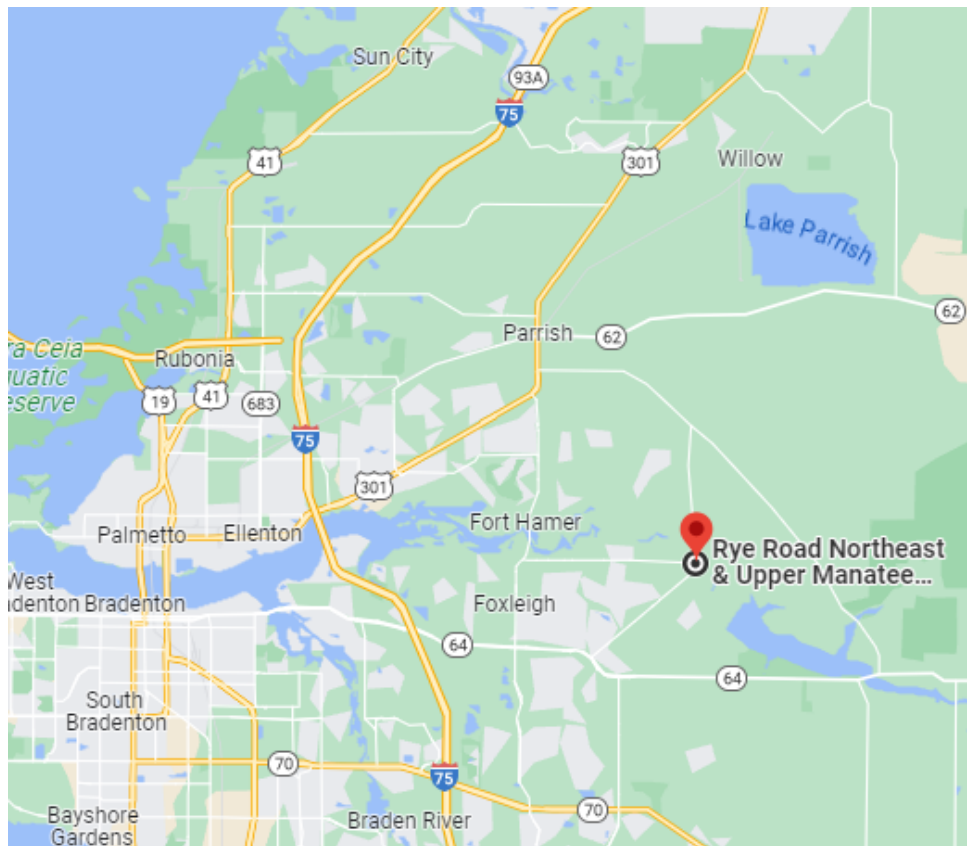
[Remainder of page intentionally left blank.]

The information appearing below under the captions "THE DEVELOPMENT" and "THE MASTER LANDOWNER AND THE MASTER DEVELOPER" has been furnished by the Master Landowner [and the Master Developer] for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Master Landowner [and the Master Developer] make any representation or warranty as to the accuracy or completeness of such information supplied by it. The following information is provided by the Master Landowner [and the Master Developer] as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. [Neither the Master Landowner nor the Master Developer] is guaranteeing payment of the Pod B 2023 Bonds or the Pod B 2023 Special Assessments.

THE DEVELOPMENT

The Master Development and Development Overview

The District Lands encompass approximately 1,368.60 gross acres located in the northern portion of unincorporated Manatee County, Florida (the "County") and are being developed as a master-planned mixed-use community known as "Rye Ranch" (the "Development"). The Development is generally located south and west of CR 675 (Rutland Road), east of North Rye Road, and north of Upper Manatee River Road. The Development is located 5.5 miles east of U.S. Highway 301 and approximately 11 miles east of Interstate 75, two main transportation arteries that run along the Florida Gulf Coast. The Development is in close proximity to other successful projects including Aviary at Rutland Ranch, Bella Lago, Silverleaf, and Lakewood Ranch, which is [] miles to the Southwest. Set forth below is a map showing the general location of the Development.



At buildout, the Development is planned to contain approximately 3,500 residential units, 300,000 square feet of commercial use and 20,000 square feet of public use facility. The Development is expected to be part of a larger regional development (the "Master Development"). The Master Development encompasses the Development, along with the lands in the Northlake Stewardship District (currently approximately 25,000 gross acres), and includes a variety of land uses. The lands within the Northlake Stewardship District are held in various entities owned by John Falkner and/or his family and/or their related interests.

Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), is the primary landowner of lands in the Development. North Lake Communities, Inc., a Florida corporation and a closely held Falkner family entity (the "Master Developer"), is the master developer of the Development.

Approximately 1,064 of the approximately 1368.60 acres within the Development have been broken into separate development pods: Pod A, Pod B, and Pod C. Each Pod has been or is expected to be sold to a land developer who will develop the pod. Pod A consists of approximately 561 acres of land and is planned to contain approximately [1,772] single-family residential units at buildout. SK Rye Road LLC, a Delaware limited liability company (the "Pod A Developer"), is developing the land within Pod A and under contract to sell finished lots to D.R. Horton, a Delaware corporation. Pod B contains approximately 139.42 acres and is planned for approximately 533 single-family residential units. Pod B is under contract to be sold to Lennar Homes, LLC, a Florida limited liability company (the "Pod B Developer" or "Lennar Homes"), who is expected to develop Pod B and construct and sell homes for sale. Pod C contains approximately 363 acres and is planned for approximately 800 single-family residential units. The remaining approximately 304.6 acres of land in the Development are planned for an elementary school, commercial, mixed-use and multi-family parcels, additional single-family parcels, as well as lands planned for rights of way, open space and recreational facilities.

Pod B

Land development associated with Pod B is scheduled to occur in phases. Two Assessment Areas have been created within Pod B to facilitate the District's financing plans. The first phase of land development within Pod B consists of 80.58 acres of land planned to contain 297 units ("Pod B – Assessment Area One"). The second phase of land development within Pod B consists of 58.84 acres of land planned to contain 236 units ("Pod B – Assessment Area Two"). See "–Development Plan and Status" herein.

The Pod B 2023 Bonds are being issued to finance a portion of the offsite and master infrastructure improvements required to deliver Pod B – Assessment Area One to the Pod B Developer (the "Pod B 2023 Project"). The Pod B 2023 Project is being installed by the Master Developer and will be funded in part from net proceeds of the Pod B 2023 Bonds. The Pod B 2023 Bonds will be secured by the Pod B 2023 Special Assessments, which will initially be levied on the approximately 80.58 gross acres within Pod B – Assessment Area One. As platting of the planned 297 lots within Pod B – Assessment Area One occurs, the Pod B 2023 Special Assessments will be assigned to the platted lots in Pod B – Assessment Area One on a first platted, first assigned basis. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "– Taxes, Fees and Assessments" herein for more information.

The contract between the [Master Landowner] and the Pod B Developer (the "Pod B Contract") provides that Lennar Homes will install parcel specific infrastructure improvements for Pod B and subsequently construct and market homes therein for sale to end users. The Pod B Contract contemplates two separate takedowns for the land within Pod B, the first of which corresponds to the land constituting Pod B – Assessment Area One and the second corresponds to the land constituting Pod B – Assessment Area Two. See "–The Pod B Contract" herein for more information.

The Pod B Developer intends to market homes within Pod B to [first time homebuyers and move-up buyers]. Homes within Pod B are expected to range in size from [_____] square feet to [_____] square feet, and starting price points are expected to range from \$[_____] to \$[_____]. See "– Residential Product Offerings" herein for more information.

Land Acquisition and Finance Plan

The Master Landowner acquired the land within the Development on [_____] for approximately \$[_____], [which was paid for with equity]. The Master Landowner subsequently sold and closed on Pod A with the Pod A Developer on December 22, 2021 for approximately \$54,000,000. The Master Landowner has entered into the Pod B Contract with the Pod B Developer to sell all of Pod B in two takedowns for an aggregate purchase price of \$[_____], approximately \$[_____] of which is associated with Pod B – Assessment Area One.

The Master Landowner's development plan is to sell undeveloped permitted parcels to third party developers, who will install the parcel infrastructure. The Master Developer is responsible for installing the offsite and master infrastructure associated with Pod B – Assessment Area One (i.e., the Pod B 2023 Project). The Master Developer estimates that the total costs of the Pod B 2023 Project will be approximately \$[___] million. See "THE POD B CAPITAL IMPROVEMENT PLAN AND THE POD B 2023 PROJECT" herein. Net proceeds of the Pod B 2023 Bonds will provide approximately \$5.4 million* to fund costs of the Pod B 2023 Project. The remaining costs will be funded by the Master Developer, and the Master Developer will enter into a completion agreement at closing on the Pod B 2023 Bonds agreeing to complete the Pod B 2023 Project.

The District Engineer estimates that the parcel infrastructure costs associated with developing the 297 lots planned for Pod B – Assessment Area One will be approximately \$[___] million. Such costs are not a part of the Pod B 2023 Project and are expected to be funded by the Pod B Developer. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Development Plan and Status

Construction of the offsite and master infrastructure improvements that constitute the Pod B 2023 Project will commence in [_____] , which work primarily consists of construction of a portion of Mulholland Road[, which provides access to Pod B – Assessment Area One]. Such work is expected to be completed by [_____] . Construction of parcel infrastructure by the Pod B Developer is expected to commence following the Pod B Developer's acquisition of Pod B – Assessment Area One in the [_____] calendar quarter of 202[___], with completion expected in the [_____] calendar quarter of 202[___], [simultaneously with completion of the Pod B 2023 Project].

Pod B is expected to have a sales center with [___] model homes, construction of which is expected to be completed by [_____] . Sales to homebuyers are expected to commence in the [_____] calendar quarter of 202[___], with deliveries anticipated to commence by the [_____] calendar quarter of 202[___].

The Master Landowner anticipates that the Pod B Developer will deliver approximately [_____] units to homebuyers per annum until buildout, which is expected by [_____] . This anticipated absorption is based upon estimates and assumptions made by the Master Landowner that are inherently uncertain, though considered reasonable by the Master Landowner, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many

* Preliminary, subject to change.

of which are beyond the control of the Master Landowner. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

The Pod B Contract

[Terms to come]

Lennar Homes was formed on November 30, 2006 and is wholly owned by Lennar Corporation ("Lennar Corp."). Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information are available at the SEC's internet website at <http://www.sec.gov>. All documents subsequently filed by Lennar Corp. pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Neither the Pod B Developer nor any of the other entities or individuals listed above are guaranteeing payment of the Pod B 2023 Bonds or the Pod B 2023 Special Assessments.

Residential Product Offerings

The Pod B Developer is expected to market homes within Pod B primarily to entry-level buyers and move-up buyers. Set forth below is a summary of the expected types of units and price points for units within Pod B.

Product Type	Square Footage	Beds/Baths	Starting Price Point
Single-Family 40'	_____ - _____	__ to __ Bedrooms, __ to __ Baths	\$____,000 - \$____,000
Single-Family 50'	_____ - _____	__ to __ Bedrooms, __ to __ Baths	\$____,000 - \$____,000

Development Approvals

The land within the District, including, without limitation, the land therein subject to the Pod B 2023 Special Assessments, is zoned to allow for the contemplated residential uses described herein. All permits have been received by jurisdictional agencies to allow for the development contemplated herein or are reasonably expected to be received in the ordinary course.

[Terms of Development Agreement to come] The Development Agreement has extensive approval requirements, imposes marketing fees, provides for a Master HOA that will assess Pod B and gives the Master Landowner exclusive rights to provide for communications services. [any other material terms in Development Agreement?]

See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential regulatory risks.

Environmental

[FROM POD A / TO BE UPDATED: An affiliate of the [Developer] obtained a Phase I Environmental Site Assessment, dated November 23, 2021 (the "ESA"), covering approximately 847.46 acres of land in the Development, including all of Pod A. The ESA did not identify any recognized

environmental conditions in connection with such lands.] See "BONDOWNERS' RISK – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

Amenities

Pod B is planned to contain an approximately ____ acre community site with an approximately ____ square foot clubhouse (____ square feet under air conditioning), [a resort-style swimming pool, fitness center, tot lot, various recreation fields, dog park and sport courts] [please update/amend as necessary] (collectively, the "Amenity"). Construction of the Amenity commenced in _____ and is expected to be completed by _____ at a total approximate cost of \$____ million.

Utilities

Potable water and wastewater treatment for the Development will be provided by the County. Electric power is expected to be provided by Florida Power & Light. All utility services are or will be available to the property when needed. [please provide utility will serve letters.]

Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Pod B 2023 Special Assessments are initially levied on the assessable lands within Pod B – Assessment Area One within the District. Pod B – Assessment Area One consists of 80.58 acres of land planned to contain 297 units. As set forth in the Assessment Methodology, the Pod B 2023 Special Assessments will be assigned to platted lots in Pod B – Assessment Area One on a first-platted, first-assigned basis. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

Upon platting of Pod B – Assessment Area One, the estimated Pod B 2023 Special Assessments levied and allocated to platted units to pay debt service on the Pod B 2023 Bonds and the estimated Pod B 2023 Bond par per unit are expected to be as follows:

Product Type	No. of Units	Pod B 2023 Assessments Per Unit*	Pod B 2023 Bonds Par Debt Per Unit*
Single-Family 40'	173	\$1,280	\$18,095
Single-Family 50'	<u>124</u>	\$1,600	\$22,618
Total	297		

*Preliminary, subject to change. Pod B 2023 Special Assessments collected via the Uniform Method will include a gross up account for early payment discounts and County collection fees.

The District anticipates levying assessments to cover its operation and maintenance costs. Presently, the District's operational expenses are only administrative in nature and are funded by the respective landowners of Pod A, Pod B and Pod C within the District. As the District constructs or acquires improvements, the District will begin to incur maintenance costs. Assessments for operations and maintenance will commence following the District's approval of a future budget. In addition, residents within Pod B will be required to pay master homeowners' association and neighborhood association fees, which are currently estimated to be \$[____] per month and \$[____] per month. The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2022 was approximately 13.8306 mills, which millage rate is subject to change. These taxes would be payable in addition to the Pod B 2023 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 County and the School District of Manatee County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

The public schools for children residing in the Development are initially expected to be Gene Witt Elementary School, Buffalo Creek Middle School and Parrish Community High School, which are located approximately 3.5 miles, 8 miles, and 5 miles from the Development, respectively, and which were rated A, C and C, respectively, by the Florida Department of Education in 2022. The Master Landowner has entered into a purchase agreement with the Manatee County School Board to sell an elementary school site within the Development to the School Board. Assuming the purchase and sale of the elementary school site is consummated, it is anticipated that the elementary school within the Development will be operational by the 2026-2027 school year. The Manatee County School Board may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Competition

The following communities have been identified by the Master Landowner as being competitive with the Development, because of their proximity to the Development, price ranges and product types. Those communities include Bella Lago, Del Tierra, Silverleaf, Summerwoods, Trevesta, and Lakewood Ranch.

The information under this heading does not purport to list all of the existing or planned communities in the area of the Development, but rather provide a list of those that the Master Landowner feels pose primary competition to the Development.

Landowner and Developer Agreements

The Master Developer will enter into a completion agreement that will obligate the Master Developer to complete any portions of the Pod B 2023 Project not funded with proceeds of the Pod B 2023 Bonds. The completion agreement by the Master Developer does not include completion of the parcel infrastructure improvements for Pod B – Assessment Area One, which are expected to be installed by the Pod B Developer.

In addition, the [Master Developer] will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the [Master Developer] will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the [Master Developer], development rights relating to the Pod B 2023 Project. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Pod B 2023 Special Assessments as a result of the Master Landowner's or a subsequent landowner's failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Pod B 2023 Project or the development of Pod B – Assessment Area One.

Finally, the Master Landowner will enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in Pod B – Assessment Area One increase above the maximum debt levels set forth in the Assessment Methodology.

See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Master Landowner and the Master Developer are unsecured obligations, and the [Master Landowner and the Master Developer are each special-purpose entities whose assets consist primarily of their respective interests in the Development]. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" and "THE MASTER DEVELOPER AND THE MASTER LANDOWNER" herein for more information.

THE MASTER DEVELOPER AND THE MASTER LANDOWNER

Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner") is the master landowner for the Development. North Lake Communities, Inc., a Florida corporation [and an affiliate of the Master Landowner] (the "Master Developer"), is installing offsite and master infrastructure improvements necessary for land development associated with the Development. The Master Landowner was organized on _____. The Master Developer was organized on _____. The Master Landowner and the Master Developer are owned and managed by _____.

[insert bios]

Neither the Master Landowner, the Master Developer, the Pod B Developer nor any of the other entities or individuals listed above are guaranteeing payment of the Pod B 2023 Bonds or the Pod B 2023 Special Assessments. None of the entities listed herein, other than the Master Developer, has entered into any agreements in connection with the issuance of the Pod B 2023 Bonds.

TAX MATTERS

Federal Income Taxes

The delivery of the Pod B 2023 Bonds is subject to the opinion of GrayRobinson, P.A., Bond Counsel, to the effect that the interest on the Pod B 2023 Bonds is excluded from gross income of the owners thereof for federal income tax purposes. The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Pod B 2023 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Pod B 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Pod B 2023 Bonds. Pursuant to the Indenture and the Tax Certificate, the District has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Pod B 2023 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. The opinion of Bond Counsel on federal tax matters with respect to the Pod B 2023 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Master Landowner, and compliance with certain covenants of the District to be contained in the transcript of proceedings. Bond Counsel will not independently verify the accuracy of those certifications and representations.

In the opinion of Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the District described above, interest on the Pod B 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel, is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. However, for taxable years beginning after December 31, 2022, interest on the Pod B 2023 Bonds will be taken into

account in computing the alternative minimum tax imposed on certain corporations under the Code to the extent that such interest is included in the "adjusted financial statement income" of such corporations.

State Taxes

Bond Counsel is of the opinion that the Pod B 2023 Bonds and the interest thereon will not be subject to taxation under the laws of the State, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations as defined therein. Bond Counsel expresses no opinion as to other State or local tax consequences arising with respect to the Pod B 2023 Bonds or as to the taxability of the Pod B 2023 Bonds or the income therefrom under the laws of any state other than the State.

[Original Issue Discount and Premium Bonds]

[Certain of the Pod B 2023 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Pod B 2023 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Pod B 2023 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

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

Ancillary Tax Matters

Ownership of the Pod B 2023 Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad

Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Pod B 2023 Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Pod B 2023 Bonds is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Pod B 2023 Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as APPENDIX B. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Pod B 2023 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Pod B 2023 Bonds for federal or state income tax purposes, and thus on the value or marketability of the Pod B 2023 Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Pod B 2023 Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Pod B 2023 Bonds may occur. Prospective purchasers of the Pod B 2023 Bonds should consult their own tax advisors regarding the impact of any change in law on the Pod B 2023 Bonds.

Bond Counsel's opinions will be based on existing law, which is subject to change. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Pod B 2023 Bonds may affect the tax status of interest on the Pod B 2023 Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Pod B 2023 Bonds, or the interest thereon, if any action is taken with respect to the Pod B 2023 Bonds or the proceeds thereof upon the advice or approval of other counsel. Moreover, the opinions of Bond Counsel are not a guarantee of a particular result and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Pod B 2023 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 Pod B 2023 Bonds issued by community development districts 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 that 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 Pod B 2023 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 transfers in any secondary market for the Pod B 2023 Bonds. Investment in the Pod B 2023 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Pod B 2023 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 Pod B 2023 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Pod B 2023 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, against the District seeking to restrain or enjoin the issuance, sale, execution or delivery of the Pod B 2023 Bonds, or in any way contesting or affecting (i) the validity of the Pod B 2023 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Pod B 2023 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Master Landowner [and the Master Developer]

The Master Landowner [and the Master Developer have each] represented that there is no litigation of any nature now pending or, to the knowledge of such entity, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Pod B 2023 Project or the development of the lands in Pod B – Assessment Area One of the District as described herein, materially and adversely affect the ability of the Master Landowner to pay the Pod B 2023 Special Assessments imposed against the land within Pod B – Assessment Area One of the District owned by the Master

Landowner or materially and adversely affect the ability of the Master Landowner or the Master Developer to perform [their respective] obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, Disclosure Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Pod B 2023 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Pod B 2023 Bonds.

NO RATING

No application for a rating for the Pod B 2023 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Pod B 2023 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by ZNS Engineering, L.C., Bradenton, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Pod B 2023 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in the Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX E 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 ending September 30, 2023. The District does not have audited financial statements because the District has only recently been established. [As of the date hereof, the District does not have any significant assets and the District has not previously issued any debt obligations.]

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

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has

never been in default as to principal or interest on its bonds or other debt obligations since December 31, 1975.

CONTINUING DISCLOSURE

The District and the Master Landowner will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in the attached APPENDIX E, for the benefit of the Pod B 2023 Bondholders (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the District and Pod B – Assessment Area One 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: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Master Landowner or any other future obligated party to comply with their obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Pod B 2023 Bondholders (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance.

[The District has not previously issued any bonds and has not previously entered into any continuing disclosure obligations pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule").] The District anticipates satisfying all future disclosure obligations required pursuant to its Disclosure Agreement and the Rule. The District will appoint the District Manager as the dissemination agent in the Disclosure Agreement.

[The Master Landowner has not previously entered into any continuing disclosure obligations pursuant to the Rule. The Master Landowner anticipates satisfying all disclosure obligations required pursuant to the Disclosure Agreement and the Rule.]

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Pod B 2023 Bonds from the District at a purchase price of \$_____ (par amount of the Pod B 2023 Bonds, [plus/less an original issue premium/discount of \$_____ and] an Underwriter's discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and, upon satisfaction or waiver of such conditions, the Underwriter will be obligated to purchase all of the Pod B 2023 Bonds if any Pod B 2023 Bonds are purchased.

The Underwriter intends to offer the Pod B 2023 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Pod B 2023 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

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Twelfth Judicial Circuit Court of the State of Florida in and for Manatee County rendered on June 21, 2022. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Pod B 2023 Bonds are subject to the approval of GrayRobinson, P.A., Tampa, Florida, as Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, as District Counsel, and GrayRobinson, P.A., Tampa, Florida, as Disclosure Counsel. Certain legal matters will be passed upon for the Master Landowner and the Master Developer by their counsel, [_____], [_____], Florida. The Underwriter is represented by its counsel, Aponte & Associates Law Firm, P.L.L.C., Orlando, Florida. GrayRobinson, P.A. represents the Underwriter in unrelated matters.

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

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 Pod B 2023 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Pod B 2023 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Pod B 2023 Bonds.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

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

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

APPENDIX A

**[PROPOSED FORMS OF MASTER INDENTURE] AND
SUPPLEMENTAL INDENTURE**

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C
ENGINEER'S REPORT

APPENDIX D

ASSESSMENT METHODOLOGY

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [____], 2023 is executed and delivered by the Rye Ranch Community Development District (the "Issuer" or the "District"), Rye Ranch, LLC, a Florida limited liability company (the "Master Landowner"), and Wrathell, Hunt & Associates, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of [____] 1, 2023 (the "Master Indenture") and a [Second] Supplemental Trust Indenture dated as of [____] 1, 2023 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Master Landowner and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Master Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

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

"Assessment Area" shall mean that portion of the District lands subject to the Assessments, being more particularly described in the Limited Offering Memorandum as Pod B – Assessment Area One.

"Assessments" shall mean the non-ad valorem Pod B 2023 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

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

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [____], 2023, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and any successor in interest, and for the purposes of this Disclosure Agreement, the Master Landowner for so long as such Master Landowner or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [November 1, 2023].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

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

submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

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

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2023. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

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

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Master Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in Schedule B attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in the Assessment Area.

(iv) The number and type of lots platted in the Assessment Area.

(v) With respect to undeveloped and unplatted lands owned in the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in the Assessment Area in such quarter.

(viii) With respect to the Assessment Area, material changes to (1) builder contracts, (2) the number or type of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in the Assessment Area to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations

of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Master Landowner from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Pod B 2023 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal

* Not applicable to the Bonds at their date of issuance.

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

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to

disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that

which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Master Landowner and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Master Landowner and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Master Landowner, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Manatee County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Manatee County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Master Landowner or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

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

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER

[SEAL]

By: _____
Stephen J. Cerven, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

RYE RANCH, LLC, AS MASTER LANDOWNER

By: _____
Name: _____
Title: _____

WRATHELL, HUNT & ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT & ASSOCIATES, LLC, AS DISTRICT MANAGER

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE
TO FILE [ANNUAL REPORT]
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Rye Ranch Community Development District

Name of Bond Issue: \$[_____] original aggregate principal amount of Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One)

Obligated Person(s): Rye Ranch Community Development District;
_____.

Original Date of Issuance: [_____] , 2023

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [_____] , 2023, by and between the Issuer, the Master Landowner and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	<u>Quarter Ended – 12/31</u>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<u>\$ Certified</u>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:

- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
- B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>	<u>% Collected</u>	<u>% Delinquent</u>
On Roll	\$ _____	\$ _____	___%	___%
Off Roll	\$ _____	\$ _____	___%	___%
TOTAL				

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

SCHEDULE B

FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

Bond Information

Rye Ranch Community Development District

Date of Quarterly Report _____

Bond Series

Pod B 2023

Area/Project

Pod B – Assessment Area

One / Pod B 2023 Project

1. Unit Mix For Land Subject To Assessments

<u>Type</u>	<u>Number of Lots/Units</u>	<u>Ownership Information</u>		
		<u>Landowner Owned</u>	<u>Builder Owned</u>	<u>Homeowner Owned</u>

Total

2. For Lots owned by Obligated Person (if applicable)

<u>Type</u>	<u># of Lots Owned by Obligated Person</u>	<u># of Lots Under Contract With Builders (NOT CLOSED)</u>	<u># of Lots NOT Under Contract</u>	<u>Name of Builder</u>	<u>Expected Takedown Date(s)</u>
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Total

3. Status of Land Subject to Assessments

A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Bonds:

1. When do you anticipate lots will be developed (for each phase or sub phase)?
2. When do you anticipate lots will be platted (for each phase or sub phase)?
3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

D. Homes Closed with End-Users:

Total CUMULATIVE

E. Homes Sold To End Users (AND NOT CLOSED):

Total QUARTER ONLY

4. Development Changes and Status Updates

1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
2. Any bulk sales of land within the District to other developers or builders?
3. Any material changes to the number or type of lots planned to be developed in the Assessment Area?
4. Any materially adverse changes or determinations to permits/approvals for the Assessment Area which necessitate changes to the development plans?
5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area (amount, rate, and term)?
6. Sale, assignment or transfer of ownership of real property in the Assessment Area to a third party, which will in turn be an Obligated Person?

*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

6A

**FINANCING TEAM FUNDING AGREEMENT
(RYE RANCH POD A – 2023 PROJECT AREA)**

This **AGREEMENT** (the “**Agreement**”) is made and entered into on _____, 2023, by and between:

SK RYE ROAD LLC, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, its successors and assigns (the “**Landowner**”); and

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (the “**District**”).

Recitals

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including, but not limited to stormwater management facilities, water, wastewater, and reclaim facilities, recreational facilities, roadways, landscape, hardscape, and irrigation improvements; and

WHEREAS, the District presently expects to levy special assessments and ultimately access the public bond market, subject to market conditions and other factors, to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the Landowner is the owner and developer of certain lands in the boundaries of Pod A within the District known as the “Pod A 2023 Project Area” (the “**Project**”), which will benefit from such improvements, facilities, and services and desires to assist the District with its financing program; and

WHEREAS, the District and the Landowner desire to enter into this agreement to provide funds to enable the District to commence with the levy of special assessments for its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Funds. Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities, and services relative to the Project.

A. Landowner agrees to provide to the District any such monies within fourteen (14) days of the receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel, to proceed with the work contemplated by this Agreement, including but not limited retaining a Bond Counsel and Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Landowner and the District agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, Bond Counsel, Disclosure Counsel, Methodology Consultant, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. In the event that Landowner fails to provide any such funds pursuant to this Agreement, Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

E. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements relative to the Project, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the Project, the District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that Bond Counsel determines that such monies are properly reimbursable from the proceeds of such financing, and provided, however, that after reasonable efforts, the District is able to issue bonds to finance the Project. In the event that District bonds are not issued within two (2) years of the date of this agreement, all funds provided by Landowner pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

2. **Termination.** Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District.

Any such termination by Landowner is contingent upon Landowner provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

11. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

12. Effective Date. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. Public Records. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

SK RYE ROAD LLC

By: _____
Its: _____

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

6B

**FINANCING TEAM FUNDING AGREEMENT
(RYE RANCH POD B – ASSESSMENT AREA ONE)**

This **AGREEMENT** (the “**Agreement**”) is made and entered into on _____, 2023, by and between:

RYE RANCH, LLC, a Florida limited liability company, and whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251, its successors and assigns (the “**Landowner**”); and

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (the “**District**”).

Recitals

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including, but not limited to stormwater management facilities, water, wastewater, and reclaim facilities, recreational facilities, roadways, landscape, hardscape, and irrigation improvements; and

WHEREAS, the District presently expects to levy special assessments and ultimately access the public bond market, subject to market conditions and other factors, to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the Landowner is currently the owner and developer of certain lands in the boundaries of Pod B within the District known as the “Pod B Assessment Area One” (the “**Project**”), which will benefit from such improvements, facilities, and services and desires to assist the District with its financing program; and

WHEREAS, the District and the Landowner desire to enter into this agreement to provide funds to enable the District to commence with the levy of special assessments for its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Funds. Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities, and services relative to the Project.

A. Landowner agrees to provide to the District any such monies within fourteen (14) days of the receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel, to proceed with the work contemplated by this Agreement, including but not limited retaining a Bond Counsel and Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Landowner and the District agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Manager, Bond Counsel, Disclosure Counsel, Methodology Consultant, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. In the event that Landowner fails to provide any such funds pursuant to this Agreement, Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

E. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements relative to the Project, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the Project, the District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that Bond Counsel determines that such monies are properly reimbursable from the proceeds of such financing, and provided, however, that after reasonable efforts, the District is able to issue bonds to finance the Project. In the event that District bonds are not issued within two (2) years of the date of this agreement, all funds provided by Landowner pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

2. **Termination.** Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District.

Any such termination by Landowner is contingent upon Landowner provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

11. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

12. Effective Date. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

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[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**RYE RANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

RYE RANCH LLC

By: _____
Its: _____

RYE RANCH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

6102 162nd Ave E., Parrish, Florida 34219

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January 18, 2023	Regular Meeting	5:00 PM
February 15, 2023	Regular Meeting	5:00 PM
March 15, 2023	Regular Meeting	5:00 PM
April 19, 2023	Regular Meeting	5:00 PM
May 17, 2023 CANCELED	Regular Meeting	5:00 PM
May 31, 2023	Regular Meeting	5:00 PM
June 7, 2023	Special Meeting	5:00 PM
June 14, 2023	Special Meeting	5:00 PM
June 21, 2023	Regular Meeting	5:00 PM
July 19, 2023	Regular Meeting	5:00 PM
August 16, 2023	Regular Meeting	5:00 PM
September 20, 2023	Regular Meeting	5:00 PM