

OTC

Community Development District

July 13, 2022

AGENDA

July 6, 2022

Board of Supervisors
OTC Community Development District
Call In # 1-800-264-8432 Code 421714

Dear Board Members:

The OTC Community Development District meeting is scheduled to be held **Wednesday, July 13, 2022 at 10:30 a.m. at the offices of Riverside Management Services, 9655 Florida Mining Boulevard, Building 300, Suite 305, Jacksonville, Florida 32257.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Financing Matters
 - A. Consideration of Resolution 2022-09, Authorizing the Issuance of Bonds
 1. Master Trust Indenture
 2. First Supplemental Indenture
 - B. Consideration of Supplemental Assessment Resolution 2022-10
 - C. Consideration of Notice of Assessments
- IV. Approval of Minutes
 - A. May 11, 2022 Regular Board Meeting
 - B. June 17, 2022 Special Meeting
- V. Public Hearing for the Purpose of Adopting the Fiscal Year 2023 Budget
 - A. Consideration of Resolution 2022-11, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023
 - B. Consideration of Resolution 2022-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2023
- VI. Staff Reports

- A. District Counsel
- B. District Engineer – Acceptance of the 2022 Annual Engineer’s Report
- C. District Manager – Consideration of Designating a Meeting Schedule for Fiscal Year 2023

VII. Supervisor Requests and Audience Comments

VIII. Financial Reports

- A. Balance Sheet and Income Statement
- B. Assessment Receipts Schedule
- C. Check Registers
 - 1. May
 - 2. June

IX. Next Scheduled Meeting – February 8, 2023 at 10:30 a.m. at the offices of Riverside Management Services, 9655 Florida Mining Blvd. West, Building 300, Suite 305, Jacksonville, Florida 32257

X. Adjournment

THIRD ORDER OF BUSINESS

A.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF OTC COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") APPROVING THE SALE AND TERMS OF SALE OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE AND REFUNDING BOND, SERIES 2022 (THE "2022 BOND"); ESTABLISHING THE INTEREST RATE, MATURITY DATE, AND REDEMPTION PROVISIONS THEREOF; APPROVING A PRIVATE PLACEMENT FOR THE 2022 BOND; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE REFUNDING OF THE DISTRICT'S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2007A; AUTHORIZING AND RATIFYING CERTAIN ACTIONS OF THE OFFICIALS AND STAFF OF THE DISTRICT, INCLUDING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS, INSTRUMENTS, AGREEMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2022 BOND AND THE REFUNDING OF THE REFUNDED BONDS; APPOINTING A TRUSTEE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE 2022 BOND; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE 2022 BOND "BANK QUALIFIED" STATUS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO THE 2022 BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of OTC Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the issuance of the OTC Community Development District Special Assessment Revenue and Refunding Bond, Series 2022 (the "2022 Bond"), which 2022 Bond is to be issued under and pursuant to a Master Trust Indenture, dated as of July 1, 2022 (the "Master Indenture"), between the District and Regions Bank, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, to be dated as of July 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), between the District and the Trustee, which 2022 Bond is to be issued, together with other moneys of the District, for the purposes of (i) currently refunding and redeeming all of the outstanding principal amount of the District's Special Assessment Bonds, Series 2007A (the "Refunded Bonds") in order to achieve debt service savings; (ii) funding the Series 2022 Debt Service Reserve Account in the amount of the Debt Service Reserve Requirement for the 2022 Bond and (iii) funding the costs of issuance for the 2022 Bond; and

WHEREAS, the Board has previously received the proposal (the "Proposal") from Valley National Bank, a national banking association (the "Bank") submitted through MBS Capital Markets, LLC (the "Placement Agent") for the purchase of the 2022 Bond, and the Board previously approved and accepted such Proposal on June 17, 2022; and

WHEREAS, in conjunction with the sale and issuance of the 2022 Bond, it is necessary to approve the forms of the Master Indenture and Supplemental Indenture to establish the principal amount, interest rate, maturity, redemption provisions, placement fee, costs and certain other details with respect thereto, to approve the form of the 2022 Bond, and to provide for various other matters with respect to the issuance and sale of the 2022 Bond and the refunding of the Refunded Bonds;

NOW, THEREFORE, BE IT RESOLVED that:

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

2. Private Placement. The Board hereby determines that a private placement of the 2022 Bond through the facilities of the Placement Agent is in the best interest of the District because the market for instruments such as the 2022 Bond is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to timely issue and deliver the 2022 Bond.

3. Award. Pursuant to Section 190.016(7), Florida Statutes, the Board hereby determines that, in its judgment, the issuance of the 2022 Bond will be advantageous to the District. The sale of the 2022 Bond to the Bank upon the terms and conditions set forth in the Proposal, and in a principal amount not to exceed \$6,270,000, is hereby authorized and approved. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized and directed to execute, by manual or facsimile signature, seal or cause a facsimile seal to be impressed thereon, and deliver or cause to be delivered to the Trustee the 2022 Bond for authentication and then to deliver or cause to be delivered the 2022 Bond to or upon the order of the Bank, upon payment by the Bank of the purchase price set forth in the Proposal. The Placement Agent shall be paid a placement fee of \$94,050.00 the payment of which fee from the proceeds of the 2022 Bond is hereby approved.

4. Indentures. Attached hereto as Exhibit A and Exhibit B, respectively, are the forms of Master Indenture and Supplemental Indenture, which are hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chair or Vice Chair, which approval shall be conclusively evidenced by the execution thereof. The Chair or Vice Chair is hereby authorized to execute and the Secretary or any Assistant Secretary is hereby authorized to attest such Master Indenture and Supplemental Indenture, and the Chair or Vice Chair is hereby authorized to deliver to the Trustee the Master Indenture and Supplemental Indenture, which, when executed and delivered by the Trustee, shall constitute the legal, valid and binding obligation of the District, enforceable in accordance with their terms.

5. Description of 2022 Bond. The 2022 Bond shall be dated as of the date of issuance and delivery to the Bank and may be issued in one series having such details as are set forth in the Proposal and as reflected in the Supplemental Indenture. The 2022 Bond may be signed by the manual or facsimile signature of the Chair or Vice Chair and initially countersigned by the manual or facsimile signature of the Secretary or any Assistant Secretary. The 2022 Bond shall be in the form and subject to redemption on the terms, at the times and prices and in the manner provided in the Proposal and in the form of the 2022 Bond attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chair or Vice Chair, which approval shall be conclusively evidenced by the execution thereof. The Chair or Vice Chair is hereby authorized to execute and the Secretary or any Assistant Secretary is hereby authorized to attest the 2022 Bond, and the Chair or Vice Chair is hereby authorized to deliver to the Trustee for authentication and delivery to the Bank the 2022 Bond, which, when executed and delivered by the Trustee, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

The 2022 Bond shall be secured by, and the District in the Supplemental Indenture grants to the Trustee for the benefit of the Bank, a lien on and a pledge of the Series 2022 Assessments imposed, levied and collected by the District in accordance with the Act, as more specifically described in the Supplemental Indenture. In addition, the 2022 Bond shall be secured by a lien and pledge of all amounts on deposit in the Funds and Accounts established under the Supplemental Indenture, except for any amounts in the Rebate Fund, all in accordance with the Supplemental Indenture.

6. 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 2022 Bond, including but not limited to adoption of this Resolution, were taken in open meetings of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

7. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and all other members, officers and staff of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2022 Bond and the consummation of all transactions in connection therewith, including the execution of all necessary or desirable certificates, documents, papers, and agreements and the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, this Resolution.

8. Deposits to Funds and Accounts. The Trustee is hereby authorized and directed to apply the proceeds of the 2022 Bond and the amounts on deposit in the Funds and Accounts for the Refunded Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

9. Undertaking of the Refunding. The Board hereby authorizes the refunding of the Refunded Bonds, which are currently Outstanding in the principal amounts of \$6,405,000 upon the terms and conditions as shall be set forth in the Indenture. The Chair and the District's officers and agents are hereby authorized to take all necessary and required actions to cause the redemption of the Refunded Bonds in accordance with the terms and provisions of the Master Trust Indenture, dated as of March 1, 2007 (the "2007 Master Indenture"), between the District and the Trustee, as supplemented by a First Supplemental Trust Indenture, dated as of March 1, 2007 (the "Supplemental Indenture" and, together with the Master Indenture, the "2007 Indenture") also between the District and the Trustee.

10. Appointment of Trustee. Regions Bank is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

11. Designation of the 2022 Bond as a "Qualified Tax-Exempt Obligation" Pursuant to Section 265(b)(3) of the Code. The District hereby designates the 2022 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and as such, the District and any subordinate entities of the District and any issuer of "tax-exempt" debt that issues "on behalf of" the District do not reasonably expect during the calendar year 2022 to issue more than \$10,000,000 of "tax-exempt" obligations including the 2022 Bond, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

12. Approval of Prior Actions. All actions taken to date by the members of the Board and the District officers, agents and consultants of the District in furtherance of the issuance of the 2022 Bond, including but not limited to the approval of the Proposal are hereby approved, confirmed and ratified.

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

PASSED in Public Session of the Board of Supervisors of OTC Community Development District, this 13th day of July, 2022.

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chair,
Board of Supervisors

EXHIBIT A
MASTER INDENTURE

EXHIBIT B
SUPPLEMENTAL INDENTURE

1.

MASTER TRUST INDENTURE

between

OTC COMMUNITY DEVELOPMENT DISTRICT

and

**REGIONS BANK,
as Trustee**

Dated as of July 1, 2022

relating to

**OTC COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS**

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THIS MASTER TRUST INDENTURE, dated as of July 1, 2022 (the "Master Indenture"), by and between the **OTC COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **REGIONS BANK**, an Alabama banking corporation and having the authority to exercise corporate trust powers, with its designated corporate trust office located in Jacksonville, Florida, as trustee (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"), by Ordinance No. 2006-1198-E enacted by the City Council of the City of Jacksonville, Florida (the "City") on November 28, 2006 and effective on December 6, 2006, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (as further described in **Exhibit A** hereto, the "District Lands") consist of approximately 99.4 acres of land located entirely within the City; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the financing of various projects permitted by and pursuant to the Act for the special benefit of the District Lands, all as approved by the Issuer from time to time, each a "Project"; and

WHEREAS, the Issuer proposes to finance or refinance the Costs of a Project by the issuance of one or more series of Bonds pursuant to this Master Indenture;

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

hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

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

“Account” shall mean any account established pursuant to the Indenture.

“Acquisition Agreement” shall mean one or more acquisition agreements pursuant to which the Issuer agrees to purchase certain work product, plans and improvements comprising all or a portion of a Project and with respect to a Series of Bonds, as further provided in a Supplemental Indenture.

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

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

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

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

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

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

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the

owner of any Bonds for federal income tax purposes. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken under the Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

“Board” shall mean the board of supervisors of the Issuer.

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

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

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

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

“Bonds” shall mean the OTC Community Development District (City of Jacksonville, Florida) Special Assessment [Refunding] Bonds, Series [to be designated] issued in one or more Series and delivered pursuant to the provisions of this Master Indenture and Bonds subsequently issued to refund all or a portion of the Bonds.

“Business Day” shall mean any day other than a Saturday, a Sunday, a legal holiday, or a day on which the corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York stock exchange is closed.

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

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

“City” shall mean the City of Jacksonville, Florida.

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

“Completion Date” shall have the meaning given to such term in Section 5.01(c) of this Master Indenture.

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

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

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

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

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

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

- (i) creation of initial reserve and debt service funds;
- (j) working capital;
- (k) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine;
- (l) the cost of issuance of Bonds, including, without limitation, advertisements and printing;
- (m) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;
- (n) the discount, if any, on the sale or exchange of Bonds;
- (o) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;
- (p) costs of prior improvements performed by the Issuer in anticipation of a Project;
- (q) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;
- (r) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (s) payments, contributions, dedications, surety bonds, deposits and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any Issuer purpose;
- (t) administrative expenses;
- (u) taxes, assessments and similar governmental charges during construction or reconstruction of a Project;
- (v) expenses of Project management and supervision;
- (w) costs of effecting compliance with any and all governmental permits relating to a Project;
- (x) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of a Project or to the financing thereof; and

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

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

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

“County” shall mean Duval County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

“District Lands” shall mean the premises governed by the Issuer, currently consisting of approximately 99.41 acres of land located entirely within the City, as more fully described in **Exhibit A**.

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

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

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

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

“Fitch” shall mean Fitch Ratings, Inc.

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

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

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

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

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

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

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

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

“Investment Securities” shall mean and include any of the following securities;

- (1) Government Obligations;
- (2) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such Association); FannieMae

(including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation.

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

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

(5) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under Section 103 of the Code and rated in one of the top two rating categories by both Moody's and S&P;

(6) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category by Moody's or S&P;

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

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

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

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

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

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

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

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

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

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

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

(xi) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Beneficial Owners under the Uniform

Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the Beneficial Owners; and

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

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

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

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

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

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

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

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

(iv) the Issuer and the Trustee receive an opinion of Counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

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

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

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

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

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

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

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

(13) in addition to the deposits described in subparagraph (3) above in the definition of Investment Securities, time deposits, demand deposits or certificate of deposit of any depository institution or trust company incorporated under the law of the United States of America or any State (or any domestic branch of foreign bank) and subject to supervision and examination by Federal or State depository institution authority (including the Trustee);

provided, however, that at the time of the investment, short-term unsecured debt obligations hereof shall have a credit rating in the highest rating category by S&P or Moody's.

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

“Issuer” shall mean the OTC Community Development District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Property Appraiser” shall mean the property appraiser of the County.

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

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

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

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

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

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

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

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

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

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

“S&P” shall mean S&P Global Ratings, a division of S&P Global, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the

functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

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

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

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

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

“State” shall mean the State of Florida.

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

“Tax Collector” shall mean the tax collector of the County.

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

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

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

ARTICLE II THE BONDS

SECTION 2.01. AMOUNTS AND TERMS OF BONDS; DETAILS OF BONDS. The Issuer is hereby authorized to issue the Bonds in one or more Series pursuant to the terms and conditions of this Master Indenture. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as **Exhibit B**, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer’s written request, authenticate such Bonds and deliver them as specified in such request.

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

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated

corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to giving such notices, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, but subject to the provisions of Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

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

SECTION 2.02. EXECUTION. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice Chair of the Issuer, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall,

upon written request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

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

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

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

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost

or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds of such same series duly issued hereunder.

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

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

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

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

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

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

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

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

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

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

SECTION 2.09. PERSONS DEEMED OWNERS. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

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

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

trust companies (or any of their designees identified to the Trustee in writing) by overnight delivery, courier service, telegram, teletype or other similar means of communication.

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

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

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

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

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

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

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

ARTICLE III ISSUE OF BONDS

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

(1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article V or Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

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

opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company) (clause (c) shall not apply in the case of the issuance of a refunding Series of Bonds);

(3) an opinion of Counsel to the Issuer, which shall also be addressed to the Trustee (for items a, c, d, e and f only), to the effect that: (a) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (c) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all State, City, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (d) the related Indenture has been duly and validly authorized, approved, and executed by the Issuer; (e) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (f) the related Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity (clauses (a), (b) and (c) shall not apply in the case of the issuance of a refunding Series of Bonds);

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

(5) a Financial Consultant's certificate that (a) the benefit from the Project equals or exceeds the amount of Special Assessments; (b) the Special Assessments are fairly and reasonably

allocated across the District Lands subject to the Special Assessments; and (c) the Special Assessments are sufficient to pay the Debt Service Requirements on the Bonds;

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

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

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

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

(10) an opinion of Bond Counsel substantially to the effect that (a) the Series of Bonds are valid and binding limited obligations of the Issuer, (b) the Indenture constitutes a valid and binding obligation of the Issuer, enforceable in accordance with its terms, and (c) if such Series of Bonds are not taxable Bonds, that the interest thereon is excludable from gross income for federal income tax purposes under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers;

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

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

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

(14) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the

Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

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

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

ARTICLE IV ACQUISITION OF PROJECT

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

SECTION 4.02. COMPLIANCE REQUIREMENTS. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations.

ARTICLE V ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01. ACQUISITION AND CONSTRUCTION FUND. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect

of each Series of Bonds upon written request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate written accounting in respect of the Costs of any designated portion of a Project. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid costs of issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the applicable Project or portion thereof.

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

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

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

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

(b) *Disbursements.* All payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of **Exhibit C** attached hereto signed by a Responsible Officer and except for payment of costs of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer also in the form of **Exhibit C** attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained

in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to verify that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to authorize disbursement of funds from the Acquisition and Construction Fund.

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

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01. SPECIAL ASSESSMENTS; LIEN OF INDENTURE ON PLEDGED REVENUES. The Issuer hereby covenants that it shall levy Special Assessments, and collect such Special Assessments in accordance with Section 9.04 hereof, unless otherwise provided in a Supplemental Indenture for a Series of Bonds, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

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

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on

a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

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

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

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

SECOND, on a parity basis with THIRD, beginning on the date set forth in the related Supplemental Indenture, and on the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, on a parity basis with SECOND, beginning on the date set forth in the related Supplemental Indenture, and on the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding principal payment date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

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

FIFTH, on the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

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

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the written direction of the Issuer, and if no Event of Default is continuing, withdraw any moneys held for the credit of the Revenue Fund on November 2 which are not otherwise required to be deposited pursuant to this Section or the related Supplemental Indenture and deposit such moneys as directed in writing to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Special Assessment prepayments (including any portion thereof comprising interest thereon) pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

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

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

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

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

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series

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

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

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

SECTION 6.05. DEBT SERVICE RESERVE FUND. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee for the benefit of each related Series of Bonds; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds and as long

as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. Unless otherwise provided in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of a Special Assessment against such lot or parcel, which Special Assessment is pledged for the payment and security of such Series of Bonds, the excess amount shall be transferred from the Series Account of the Debt Service Reserve Fund to the Bond Redemption Fund established for such Series of Bonds, as a credit against the principal amount of the prepayment otherwise required to be made by the owner of such lot or parcel. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall be transferred from the Series Account of the Debt Service Reserve Fund to the related Series Account of the Revenue Fund.

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

Notwithstanding the foregoing, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any

other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

SECTION 6.06. BOND REDEMPTION FUND. The Trustee is hereby authorized and directed to establish a Series Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08(c) and 9.14(c) of this Master Indenture. The Series Bond Redemption Fund

shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Bond Redemption Fund shall be retained therein and applied as set forth below.

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

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

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

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption, the Bonds of the applicable Series which are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds (including interest thereon) of the applicable Series as, with the redemption premium, may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

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

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

SECTION 6.08. PROCEDURE WHEN FUNDS ARE SUFFICIENT TO PAY ALL BONDS OF A SERIES. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds and Accounts hereunder (other than the Rebate Fund) and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest

on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar, and Credit Facility Issuer, the Trustee, at the written direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

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

SECTION 6.10. UNCLAIMED MONEYS In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the Owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due, such amounts shall, upon the written request of the Issuer, if the Issuer is not at the time to the actual knowledge of the Trustee in default with respect to any covenant in the Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer and if directed by the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. DEPOSITS AND SECURITY THEREFOR. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under the Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by the Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under the Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in

the definition of Investment Securities and the provisions thereof; provided, however, investments of the type specified in subparagraph (3) of the definition of Investment Securities shall not be required to be so insured or secured. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 7.02. INVESTMENT OR DEPOSIT OF FUNDS. Except to the extent otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account in the Debt Service Fund and any Series Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraph (3) or (6), of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a specific Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon the written request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund

or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, all moneys in the Funds and Accounts established under the Indenture shall be held uninvested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may make any investments permitted by the provisions of this Section 7.02 through its own bond department or investment department.

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

SECTION 7.03. VALUATION OF FUNDS. Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture within ten (10) Business Days following each November 1 Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets on the March 15 and September 15 prior to each Interest Payment Date. In either case, as soon as practicable after each such valuation date (but no later than ten (10) Business Days after each such valuation date), the Trustee shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

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

SECTION 7.05. PATRIOT ACT REQUIREMENTS OF THE TRUSTEE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other

legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS

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

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

(b) Extraordinary Mandatory Redemption in Whole or in Part. Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08(a) hereof; (ii) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with Section 9.08(b) hereof; (iii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than the Rebate Fund and any other Fund or Account expressly pledged to a different Series of Bonds as provided in a Supplemental Indenture with respect to a Series of Bonds or any money required to pay Costs of the Project) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds from moneys in excess of the Debt Service Reserve Requirement in the Series Account of the Debt Service Reserve Fund transferred to the Series Bond Redemption Fund pursuant to Section 6.05 hereof; (v) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (vi) from moneys, if any, on deposit in the Series Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x)

notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vii) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

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

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

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the Issuer in writing or as provided in Section 8.03 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

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

SECTION 8.02. NOTICE OF REDEMPTION AND OF PURCHASE. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be given by Electronic Means or mailed at least twenty (20) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses and also to any Credit Facility Issuer, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series

Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;
- (e) that on the redemption or purchase date the redemption or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date;
- (f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee; and
- (g) any condition or conditions to be met prior to the redemption of the Bonds of such Series, including, but not limited to receipt of funds sufficient to accomplish the redemption of the Bonds.

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

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

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

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

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

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

ARTICLE IX COVENANTS OF THE ISSUER

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

Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Bondholders and any Credit Facility Issuer under the Indenture against all claims and demands of all other Persons whomsoever.

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

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

SECTION 9.03. SPECIAL ASSESSMENTS; RE-ASSESSMENTS.

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

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the

Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

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

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

SECTION 9.05. DELINQUENT SPECIAL ASSESSMENTS. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such

delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer may, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

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

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

conclusion of such legal proceedings. A copy of such report shall, upon written request, be mailed by the Issuer to any Owner.

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

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

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

(c) Upon receipt of a prepayment as described in (a) or (b) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by an authorized officer of the Issuer, to the effect that the Special Assessment has been paid and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) or (ii) hereof, as the case may be.

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

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

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

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

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

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

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

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

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

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of a Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate fund to be established by the Trustee for such purpose, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the related Series Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not

rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall obtain from the District Manager an evaluation of the proposed plan together with an opinion to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves. The Trustee shall have no duty to review such evaluation.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations. The Trustee shall be under no duty to evaluate the accuracy or sufficiency of any Qualified Self Insurance plan nor determine compliance by the Issuer with the requirements of this Section.

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

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

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

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

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

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

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

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

SECTION 9.20. ESTABLISHMENT OF FISCAL YEAR, ANNUAL BUDGET. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless

and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer.

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

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

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

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

SECTION 9.23. [RESERVED].

SECTION 9.24. COVENANT AGAINST SALE OR ENCUMBRANCE; EXCEPTIONS. Subject to Section 9.28 hereof, the Issuer covenants that, (a) except for those improvements comprising a Project that are to be conveyed by the Issuer to the City, the County, the State, or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber a Project, or any part thereof. The Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable

property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the Project financed with such Series of Bonds, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

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

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

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

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

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

payable from Pledged Revenues except as provided in Section 6.01 hereof with respect to the reimbursement due any Credit Facility Issuer.

SECTION 9.29. EXTENSION OF TIME FOR PAYMENT OF INTEREST PROHIBITED. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under the Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

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

SECTION 9.31. USE OF BOND PROCEEDS TO COMPLY WITH INTERNAL REVENUE CODE. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of such Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of each Series of Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Bonds.

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

SECTION 9.33. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Issuer or an “Obligated Person” (if obligated pursuant to a Continuing Disclosure Agreement) to comply with

such Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Majority Owners of a Series of Bonds and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.33.

SECTION 9.34. PROVISIONS RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER. The provisions of this Section 9.34 shall apply both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) of the Special Assessments securing a Series of Bonds (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”), except where such tax parcel shall be homestead property. For as long as any Series of Bonds remain outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, any Series of Bonds or any Special Assessments securing a Series of Bonds, the Issuer shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting the Series of Bonds or for as long as any such Series of Bonds remain Outstanding.

The Issuer further acknowledges and agrees that, although a Series of Bonds may be issued by the Issuer, the Owners of the Series of Bonds are categorically a party with a financial stake in the transaction and, consequently, a party with a vested interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer:

(a) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Special Assessments securing a Series of Bonds, such Series of Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the Issuer does not receive a response from the Majority Owners or the Trustee acting at the direction of the Majority Owners within sixty (60) days following written request for consent;

(b) the Trustee shall have the right, but is not obligated to (unless directed by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), (i) vote in any such Proceeding any and all claims of the Issuer, except for any claims the Issuer may have related to the Issuer’s operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds and (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, except for any claims the Issuer may have related to the Issuer’s operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds, including without limitation, motions seeking relief from the

automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing; and, if the Trustee chooses to exercise any such rights (or is directed in writing by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the United States Bankruptcy Code; and

(c) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the Issuer claim with respect to the Special Assessments securing a Series of Bonds or receipt of adequate protection (as that term is defined in the United States Bankruptcy Code).

Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments securing a Series of Bonds, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of paragraph (a) above, nothing in this Section 9.34 shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the Issuer shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the Issuer in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or directions with respect to the Special Assessments securing a Series of Bonds whether such claim is pursued by the Issuer or the Trustee.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

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

SECTION 10.02. EVENTS OF DEFAULT DEFINED. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

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

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

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

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

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

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

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

(h) More than twenty-five percent (25%) of the operation and maintenance assessments levied and collected directly by the Issuer on District Lands subject to the Special

Assessments securing such Series of Bonds are not paid within ninety (90) days of the date such are due and payable (“Delinquent Direct Billed Operation and Maintenance Assessments”).

An Event of Default with respect to a Series of Bonds shall not be an Event of Default as to any other Series of Bonds, unless otherwise provided in a Supplemental Indenture.

SECTION 10.03. NO ACCELERATION. No Series of Bonds issued under this Master Indenture shall be subject to acceleration.

SECTION 10.04. LEGAL PROCEEDINGS BY TRUSTEE. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

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

(b) bring suit upon the Series of Bonds;

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

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

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

SECTION 10.05. DISCONTINUANCE OF PROCEEDINGS BY TRUSTEE. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.06. BONDHOLDERS MAY DIRECT PROCEEDINGS. The Majority Owners of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

SECTION 10.07. LIMITATIONS ON ACTIONS BY BONDHOLDERS. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Owners of the Outstanding

Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including reasonable counsel fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.08. TRUSTEE MAY ENFORCE RIGHTS WITHOUT POSSESSION OF BONDS. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.09. REMEDIES NOT EXCLUSIVE. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.10. DELAYS AND OMISSIONS NOT TO IMPAIR RIGHTS. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.11. APPLICATION OF MONEYS IN EVENT OF DEFAULT. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following priority:

(a) to the payment of the costs of the Trustee, the Registrar and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including reasonable counsel fees, costs and expenses and any disbursements of the Trustee, the Registrar and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee, the Registrar and the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become due and payable:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which

they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) If the principal of all Bonds of a Series shall have become due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.12. TRUSTEE'S RIGHT TO RECEIVER; COMPLIANCE WITH ACT.

The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.13. TRUSTEE AND BONDHOLDERS ENTITLED TO ALL REMEDIES UNDER ACT.

It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.12 hereof.

SECTION 10.14. CREDIT FACILITY ISSUER'S RIGHTS UPON EVENTS OF DEFAULT. Anything in the Indenture to the contrary notwithstanding, if any Event of Default has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

SECTION 10.15. ISSUER COVENANTS AFTER EVENT OF DEFAULT. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of this Master Indenture and the applicable Supplemental Indenture, the provisions for the collection of delinquent Special Assessments, the provisions for the foreclosure of liens of delinquent Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the written direction of, and on behalf of, the Majority Owners, from time to time, of the applicable Series of Bonds. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the Issuer acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Special Assessments collected directly by the Issuer when due, that the entire Special Assessments related to the applicable Series of Bonds on the tax parcel as to which such delinquent Special Assessment pertains, with interest and penalties thereon, shall immediately become due and payable and the Issuer shall cause to be commenced the necessary legal proceedings for the foreclosure of liens of delinquent Special Assessments related to the applicable Series of Bonds with respect to such tax parcel, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. Notwithstanding anything to the contrary herein, the Issuer shall be entitled to first recover from any foreclosure before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Special Assessments, as defined herein.

ARTICLE XI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01. ACCEPTANCE OF TRUST. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto, the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee

shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee.

SECTION 11.02. NO RESPONSIBILITY FOR RECITALS. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY FOR WILLFUL MISCONDUCT OR NEGLIGENCE. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and reliance thereon. The Trustee shall not be answerable for the default or misconduct of any attorney or agent selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under the Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder.

The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee so long as it does so in accordance with the provisions of this Master Indenture. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Master Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Master Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. COMPENSATION AND INDEMNITY. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law and specifically without waiving its sovereign immunity protection, indemnify and hold the Trustee harmless against any liabilities

which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct, negligence or breach of its obligations hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee, or coming into its hands and payable to the Issuer (but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility), which right of payment shall be prior to the right of the Holders of the Bonds. The provision for indemnity shall survive the termination of the Indenture and, as to any Trustee, its removal or resignation as Trustee. Notwithstanding anything herein to the contrary, no provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. NO DUTY TO RENEW INSURANCE. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

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

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

SECTION 11.08. RELIANCE BY TRUSTEE. The Trustee may act on any requisition, resolution, notice, telegram, Electronic Means, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of the Indenture; the Trustee shall be

under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

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

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

SECTION 11.11. RESIGNATION OF TRUSTEE. The Trustee may resign and be discharged of the trusts created by the Indenture by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent if not also the Trustee, Registrar if not also the Trustee, Authenticating Agent and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. REMOVAL OF TRUSTEE. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under the Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Owners of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar, Authenticating Agent and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of the Indenture with respect to the duties and obligations of the Trustee by any court of competent

jurisdiction upon the application of the Issuer or the Majority Owners of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for appointment of a successor trustee.

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

SECTION 11.14. QUALIFICATION OF SUCCESSOR. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

SECTION 11.15. INSTRUMENTS OF SUCCESSION. Subject to Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon written request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 11.04 hereof.

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

SECTION 11.17. EXTENSION OF RIGHTS AND DUTIES OF TRUSTEE TO PAYING AGENT AND REGISTRAR. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10 and 11.16 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of the Indenture applicable to the Paying Agent and Registrar, respectively.

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

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

SECTION 11.20. APPOINTMENT OF SUCCESSOR PAYING AGENT OR REGISTRAR. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all

Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR REGISTRAR. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by the Indenture and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

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

SECTION 11.23. ACCEPTANCE OF DUTIES BY SUCCESSOR PAYING AGENT OR REGISTRAR. Subject to Section 11.04 hereof, any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon written request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of such Paying Agent or Registrar's fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder, except for its rights under Section 11.04 hereof, of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

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

ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01. ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

ARTICLE XIII
AMENDMENTS AND SUPPLEMENTS

SECTION 13.01. AMENDMENTS AND SUPPLEMENTS WITHOUT BONDHOLDERS' CONSENT. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

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

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

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

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

SECTION 13.02. AMENDMENTS WITH BONDHOLDERS' CONSENT. Subject to the provisions of Section 13.03 hereof, this Master Indenture may be amended from time to time

by a Supplemental Indenture and any Supplemental Indenture approved by the Majority Owners of the Bonds then Outstanding in the case of this Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

SECTION 13.03. TRUSTEE AUTHORIZED TO JOIN IN AMENDMENTS AND SUPPLEMENTS; RELIANCE ON COUNSEL. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may conclusively rely on a written opinion of Counsel at the expense of the Issuer that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done. The Trustee shall not be obligated to enter into any Supplemental Indenture or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights and remedies hereunder.

ARTICLE XIV DEFEASANCE

SECTION 14.01. DEFEASANCE. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on written demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. DEPOSIT OF FUNDS FOR PAYMENT OF BONDS. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section

14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds.

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

ARTICLE XV MISCELLANEOUS PROVISIONS

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

The Bonds are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the

Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

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

SECTION 15.03. NO RIGHTS CONFERRED ON OTHERS. Nothing herein contained shall confer any right upon any Person other than the parties hereto, the Holders of the Bonds and Credit Facility Issuers, if any.

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

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

SECTION 15.06. NOTICES. Any notice, demand, direction, request or other instrument authorized or required by the Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of the Indenture if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed as follows:

(a) As to the Issuer: OTC Community Development District
c/o Governmental Management Services - North Florida, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attention: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attention: [_____]
Email: [_____]

(b) As to the Trustee: Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256
Attention: Janet Ricardo, Corporate Trust Services
Email: janet.ricardo@regions.com

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under the Indenture are to be sent.

All documents received by the Trustee under the provisions of the Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

SECTION 15.07. CONTROLLING LAW. The Indenture shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. SUCCESSORS AND ASSIGNS. All the covenants, promises and agreements in the Indenture contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. HEADINGS FOR CONVENIENCE ONLY. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. COUNTERPARTS. This Master Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. APPENDICES AND EXHIBITS. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the OTC Community Development District has caused this Master Indenture to be executed by the Chair of its Board and its corporate seal to be hereunto affixed, attested by the Assistant Secretary of its Board and Regions Bank has caused this Master Indenture to be executed by one of its corporate officers, all as of the day and year first above written.

**OTC COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Chair, Board of Supervisors

By: _____
Assistant Secretary, Board of Supervisors

[Signature Page | Master Trust Indenture]

REGIONS BANK, an Alabama banking corporation, as Trustee, Paying Agent and Registrar

By: _____
Name: _____
Title: _____

[Signature Page | Master Trust Indenture]

EXHIBIT A
LEGAL DESCRIPTION OF
OTC COMMUNITY DEVELOPMENT DISTRICT

The present boundaries of OTC Community Development District are as follows:

Revised January 22, 2007

(Includes the Merchants Way Extension)

Work Order No. 2006-33OTC

A portion of Sections 31 and 32, Township 3 South, Range 25 East, Duval County, Florida, being a replat of portion of Jacksonville Heights, as recorded in Plat Book 5, Page 93 of the current Public Records of said county, and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the centerline of Branan Field / Chaffee Road, a variable width Limited Access right of way, with the centerline of Argyle Forest Boulevard, a variable width Limited Access right of way, both as shown on the Florida Department of Transportation Right of Way Map, Section 72016-2501; thence South 89°27'34" East, along said centerline of Argyle Forest Boulevard, 1635.97 feet to a point lying on the Easterly terminus of said Argyle Forest Boulevard; thence continue South 89°27'34" East, departing said Easterly terminus and along the centerline of Argyle Forest Boulevard, a 200 foot right of way as presently established, a distance of 146.17 feet; thence North 00°32'26" East, departing said centerline, 100.04 feet to a point lying on the Northerly right of way line of Argyle Forest Boulevard, and the Point of Beginning.

From said Point of Beginning, thence North 89°27'34" West, along said Northerly right of way line of Argyle Forest Boulevard, 146.23 feet to a point lying on said Easterly terminus of Argyle Forest Boulevard; thence North 00°30'12" East, along said Easterly terminus, 49.06 feet; thence Due East, departing said Easterly terminus, 9.55 feet; thence North 00°52'41" East, 417.07 feet to a point on a curve concave Easterly having a radius of 150.00 feet; thence Northerly along the arc of said curve, through a central angle of 121°05'32", an arc length of 317.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 00°52'41" East, 261.23 feet; thence North 00°52'41" East, 787.39 feet; thence South 89°07'19" East, 1796.39 feet; thence Due North, 57.52 feet; thence Due East, 302.02 feet; thence South 79°33'29" East, 50.74 feet; thence South 88°47'41" East, 339.98 feet to the point of curvature of a curve concave Southwesterly, having a radius of 275.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 41°53'50", an arc length of 201.09 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 67°50'46" East, 196.64 feet; thence Southeasterly along the arc of a curve concave Northeasterly, having a radius of 112.00 feet, through a central angle of 43°05'14", an arc length of 84.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°26'29" East, 82.25 feet; thence South

89°59'06" East, 286.82 feet to a point lying on the Westerly right of way line of Old Middleburg Road, a variable width right of way as presently established; thence along said Westerly right of way line of Old Middleburg Road, the following six (6) courses: 1) South 15°29'55" West, 756.12 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1835.08 feet; 2) Southwesterly, along the arc of said curve, through a central angle of 05°30'00", an arc length of 176.16 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°14'55" West, 176.09 feet; 3) South 20°59'55" West, 200.30 feet; 4) North 69°00'05" West, 5.00 feet; 5) South 20°59'55" West, 387.21 feet to the point of curvature of a curve concave Northwesterly, having a radius of 25.00 feet; 6) Southwesterly, along the arc of said curve, through a central angle of 73°03'58", an arc length of 31.88 feet to a point on said curve, said point also lying on said Northerly right of way line of said Argyle Forest Boulevard, said arc being subtended by a chord bearing and distance of South 57°31'54" West, 29.76 feet; thence on a non-tangent bearing, North 89°27'34" West, departing said Westerly right of way line and along said Northerly right of way line, 2422.40 feet to the Point of Beginning.

Containing 99.41 acres, more or less.

EXHIBIT B

[FORM OF BOND]

The following legend shall appear on the Bond only if the Bonds are privately placed:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, BASED UPON THE EXEMPTION FROM REGISTRATION AVAILABLE UNDER SECTION 3(a)(2) THEREOF, AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR," AS SUCH TERM IS DEFINED IN 17 C.F.R. SECTION 230.501(a), OR ANY SUCCESSOR PROVISION THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE REFERRED TO BELOW.

R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
OTC COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES []**

Interest Rate

Maturity Date

Date of Original Issuance

CUSIP

Registered Owner: _____

Principal Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS that the OTC Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of Regions Bank located in Jacksonville, Florida, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of May and November of each year; provided, however, that presentation shall not be required while Bonds are registered in book entry only. Principal of this Bond is payable at the designated corporate trust office of the Paying Agent in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and

mailed on each Interest Payment Date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____, 20____, in which case from the date of original issuance identified on the face of this Bond, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Capitalized terms used herein and not otherwise defined shall be as defined in the Indenture.

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the OTC Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 2006-1198-E enacted by the City Council of the City of Jacksonville, Florida (the "City") on November 28, 2006 and effective on December 6, 2006, designated as "OTC Community Development District (City of Jacksonville, Florida) Special Assessment [Refunding]"

Bonds, Series _____" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$_____) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay a portion of the costs of [_____], or any other project improvements pursuant to the Act. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of July 1, 2022, (the "Master Indenture"), as amended and supplemented by a _____ Supplemental Trust Indenture dated as of _____ 1, _____ (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

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

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

It is expressly agreed by the registered owner of this Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State of Florida or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy

and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

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

Optional Redemption

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

<u>Redemption Period</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Price</u>
_____ 1, ____ to _____ 31, ____	\$
_____ 1, ____ to _____ 31, ____	
_____ 1, ____ and thereafter	

Mandatory Sinking Fund Redemption

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

<u>Year</u>	Principal Amount of <u>Bonds to be Paid</u>	<u>Year</u>	Principal Amount of <u>Bonds to be Paid</u>
-------------	--	-------------	--

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of the Section 9.08(a) of the Indenture; (ii) from moneys deposited into the Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with the provisions of Section 9.08(b) of the Indenture; (iii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) unless otherwise provided in the applicable Supplemental Indenture from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (v) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with the Indenture.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least twenty (20) but not more than sixty (60) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof

except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds

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

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

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the OTC Community Development District has caused this Bond to be signed by the facsimile signature of the Chair of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary/Assistant Secretary of its Board of Supervisors, all as of the date hereof.

**OTC COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Name: _____
Title: Chair, Board of Supervisors

Attest:

By: _____
Name: _____
Title: Secretary/Assistant Secretary,
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

REGIONS BANK,
as Trustee

By: _____
Authorized Agent

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fourth Judicial Circuit of the State of Florida, in and for Duval County, Florida, rendered on the [_____] day of January, [____], for which no appeal was filed.

Chair, Board of Supervisors

Secretary, Board of Supervisors

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common
UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORM OF REQUISITION OTC COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES []

The undersigned, a Responsible Officer of the OTC Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Regions Bank, as trustee (the "Trustee"), dated as of July 1, 2022, as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____ 1, 20__, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
 - 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
 - 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**OTC COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

2.

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

OTC COMMUNITY DEVELOPMENT DISTRICT

AND

**REGIONS BANK,
as Trustee**

Dated as of July 1, 2022

Authorizing and Securing

\$6,270,000

**OTC COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE AND REFUNDING BOND, SERIES 2022**

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EXHIBIT A – FORM OF SERIES 2022 BOND

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture"), dated as of July 1, 2022 between **OTC COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **REGIONS BANK**, an Alabama banking corporation and having corporate trust offices in Jacksonville, Florida (said corporation and any bank or trust company becoming successor trustee under this First Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), Ordinance No. 2006-1198-E enacted by the City Council of the City of Jacksonville, Florida (the "City") on November 28, 2006 and effective on December 6, 2006, as amended by Ordinance No. 2007-179, effective March 15, 2007, for the purpose of, among other things, financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the "District Lands," as Defined in the Master Indenture, are located entirely within the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has heretofore issued its \$9,770,000 aggregate principal amount of OTC Community Development District Special Assessment Bonds, Series 2007A (the "Series 2007A Bonds") pursuant to a Master Trust Indenture dated as of March 1, 2007 (the "2007 Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture, dated as of March 1, 2007, as amended (the "2007A Supplemental Indenture" and, together with the 2007 Master Indenture, the "2007A Indenture"), each by and between the Issuer and the Trustee for the primary purpose of financing a portion of the costs of the Series 2007A Project (as described in Exhibit A to the 2007A Supplemental Indenture); and

WHEREAS, in order to achieve debt service savings, the Issuer has determined that under existing market conditions, it is in the best interest of the Issuer to proceed with the issuance, sale and delivery of its \$6,270,000 OTC Community Development District (City of Jacksonville, Florida) Special Assessment Revenue and Refunding Bond, Series 2022 (the "Series 2022 Bond") under and pursuant to Resolution No. 2022-09 adopted by the Governing Body of the Issuer on July 13, 2022, for the primary purpose of currently refunding the 2007A Bonds, which has authorized the execution and delivery of the Master Indenture and this First Supplemental Indenture (together, the "Indenture") to secure the issuance of same and the sale thereof; and

WHEREAS, the Board duly adopted Resolution No. 2007-19, Resolution No. 2007-20, Resolution No. 2007-21, and Resolution No. 2022-10 of the Issuer, adopted February 14, 2007,

February 14, 2007, March 26, 2007, and July 13, 2022, respectively (collectively, the “Assessment Proceedings”); and

WHEREAS, pursuant to the Assessment Proceedings, the Issuer imposed and levied special assessments against the District Lands specially benefitted by the Series 2007A Project (the “Series 2022 Special Assessments”); and

WHEREAS, the Issuer will apply the proceeds of the Series 2022 Bond, together with the 2007A Indenture Funds (as hereinafter defined) to: (i) currently refund all of the Series 2007A Bonds Outstanding in the aggregate principal amount of \$6,405,000 (the “Refunded Bonds”); (ii) make a deposit into the Series 2022 Debt Service Reserve Account; (iii) pay the interest coming due on the Series 2022 Bond through November 1, 2022; and (iv) pay certain costs associated with the issuance of the Series 2022 Bond; and

WHEREAS, the Series 2022 Bond will be payable from and secured by the Pledged Revenues (as hereinafter defined), which are mostly comprised of the Series 2022 Special Assessments, to the extent provided herein; and

WHEREAS, the execution and delivery of the Series 2022 Bond and of this First Supplemental Indenture have been duly authorized by the Governing Body of the Issuer and all things necessary to make the Series 2022 Bond, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done; and

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2022 Bond, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2022 Bond, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2022 Bond by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, Redemption Price and interest on the Series 2022 Bond 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 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 Series 2022 Bond (collectively, the “Series 2022 Trust Estate”).

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2022 Bond issued and to be issued under this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this First Supplemental Indenture) of any one Series 2022 Bond over any other Series 2022 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 Series 2022 Bond issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bond and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this First Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this First Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this First Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“2007A Indenture Funds” shall mean, collectively, the amounts on deposit with the Trustee pursuant to the 2007A Indenture and comprised of \$298,128.36 on deposit in the Series 2007A Revenue Account, \$298,045.00 on deposit in the Series 2007A Debt Service Reserve Account, \$132.55 on deposit in the Series 2007A Prepayment Account, \$0.58 cents on deposit in the Series 2007A Interest Account and \$0.82 cents on deposit in the Series 2007A Sinking Fund Account, together with any additional moneys, including, without limitation, investment income posted to such accounts after the issuance of the Series 2022 Bond.

“2007A Supplemental Indenture” shall mean the First Supplemental Trust Indenture dated as of March 1, 2007, as amended, by and between the Issuer and the Trustee, pursuant to which the Refunded Bonds were issued.

“Arbitrage Certificate” shall mean that certain “Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, as Amended” of the Issuer, dated July 18, 2022, relating to certain restrictions on arbitrage under the Code.

“Assessment Proceedings” shall mean the proceedings of the Issuer required for the establishment, levy and collection of the Series 2022 Special Assessments and described in the

preambles hereto, including, without limitation, the giving of notices, the holding of public hearings and the adoption of resolutions, all as required by the Act and other applicable law.

“Authorized Denomination” shall mean, with respect to the Series 2022 Bond, the then Outstanding principal amount of the Series 2022 Bond from time to time; provided, however, that any partial redemption of the Series 2022 Bond shall be in integral whole number multiples of \$5,000.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

“County” shall mean Duval County, Florida.

“Determination of Taxability” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2022 Bond is or was includable in the gross income of an Owner for federal income tax purposes as a result of actions or inactions of the Issuer; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer’s own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

“Determination of Taxability Period” shall mean the period of time between (a) the earliest date that the Internal Revenue Service imposes federal income tax on the interest on the Series 2022 Bond and (b) the effective date of the Determination of Taxability.

“First Supplemental Indenture” shall mean this First Supplemental Trust Indenture dated as of July 1, 2022, by and between the Issuer and the Trustee, as the same may be supplemented or amended from time to time.

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

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2022.

“Master Indenture” shall mean the Master Trust Indenture dated as of July 1, 2022, by and between the Issuer and the Trustee.

“Owner” shall mean, initially, Valley National Bank, a national banking association, the initial registered owner (or its authorized representative) of the Series 2022 Bond, and its successors and assigns.

“Paying Agent” shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean with respect to the Series 2022 Bond (a) all revenues received by the Issuer from the Series 2022 Special Assessments levied and collected on the District Lands benefited by the Series 2007A Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include: (A) any moneys transferred to the Rebate Fund, or investment earnings thereon, and (B) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act, and (C) reasonable attorney’s fees incurred by the District and payable in connection with any foreclosure (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).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2022 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. “Prepayments” shall include, without limitation, Series 2022 Prepayment Principal.

“Refunded Bonds” means the Outstanding principal amount of the OTC Community Development District Special Assessment Bonds, Series 2007A.

“Registrar” shall mean the Trustee, and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Resolution” shall mean, Resolution No. 2022-09 of the Issuer dated July 13, 2022, pursuant to which the Issuer authorized the issuance and sale of the Series 2022 Bond.

“Series 2022 Bond Redemption Fund” shall mean the Series 2022 Bond Redemption Fund established pursuant to Section 4.01(e) of this First Supplemental Indenture.

“Series 2022 Costs of Issuance Account” shall mean the Account so designated, established within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Indenture.

“Series 2022 Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this First Supplemental Indenture.

“Series 2022 Debt Service Reserve Requirement” shall mean an amount equal to ten percent (10%) of the maximum annual Debt Service Requirement for the Series 2022 Bond as of any date of calculation as provided for herein, which initially is \$54,248.75. The Series 2022 Debt Service Reserve Requirement shall be satisfied by a cash deposit.

“Series 2022 Interest Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this First Supplemental Indenture.

“Series 2022 Prepayment Account” shall mean the account so designated, established as a separate account under the Series 2022 Bond Redemption Fund pursuant to Section 4.01(e) of this First Supplemental Indenture.

“Series 2022 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2022 Special Assessments being prepaid.

“Series 2022 Revenue Account” shall mean the account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this First Supplemental Indenture.

“Series 2022 Sinking Fund Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Indenture.

“Series 2022 Special Assessments” shall mean the non-ad valorem special assessments corresponding in amount to the debt service and any other amounts due on the Series 2022 Bond, levied by the Issuer against the District Lands specially benefited by the Series 2007A Project pursuant to Section 190.022, Florida Statutes, as amended, and the Assessment Proceedings.

“Taxable Rate” shall mean an interest rate on the Series 2022 Bond which will result in the same after-tax yield to the Owner of such Series 2022 Bond as before a Determination of Taxability; provided, however, the average Taxable Rate shall not exceed 6% per annum. The determination of the Taxable Rate shall be made by the Owner in good faith and shall be conclusive and binding upon the Issuer absent manifest error. Written notice of the Taxable Rate shall be given to the Trustee and Issuer by the Owner and the Issuer agrees that the Trustee may conclusively rely on such notice.

“Tax-Exempt Rate” shall mean 4.25% per annum.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2022 Bond), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or

execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

ARTICLE II THE SERIES 2022 BOND

SECTION 2.01. Amounts and Terms of Series 2022 Bond; Issue of Series 2022 Bond. The Series 2022 Bond may not be issued under this First Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2022 Bond that may be issued under this First Supplemental Indenture is expressly limited to \$6,270,000. The Series 2022 Bond shall be numbered 2022R-1 and upwards.

(b) The Series 2022 Bond shall be issued substantially in the form attached hereto as Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this First Supplemental Indenture. The Issuer shall issue the Series 2022 Bond upon execution of this First Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate the Series 2022 Bond and deliver it as specified in the request.

SECTION 2.02. Execution. The Series 2022 Bond shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2022 Bond shall be authenticated as set forth in the Master Indenture. The Series 2022 Bond shall not 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 Authorized Denomination of, and Interest Accruals on, the Series 2022 Bond.

(a) The Series 2022 Bond is being issued hereunder in order to provide funds, together with the 2007A Indenture Funds, for (i) the current refunding and redemption of the Refunded Bonds, (ii) funding the Series 2022 Debt Service Reserve Account, and (iii) the payment of the costs of issuance of the Series 2022 Bond. The Series 2022 Bond shall be designated "OTC Community Development District (City of Jacksonville, Florida) Special Assessment Revenue and Refunding Bond, Series 2022," and shall be issued as a fully registered bond, without coupons, in the Authorized Denomination.

(b) The Series 2022 Bond shall be dated the date of original issuance thereof. Interest on the Series 2022 Bond shall be payable on November 1, 2022, and each Interest Payment Date

thereafter to maturity or prior redemption. Interest on the Series 2022 Bond 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, 2022, in which case from the date of original issuance of the Series 2022 Bond, 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 this Section 2.04(c), the principal or Redemption Price of the Series 2022 Bond 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 the Series 2022 Bond upon their maturity. The payment of interest on the Series 2022 Bond shall be made on each Interest Payment Date to the Owner of the Series 2022 Bond by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on the Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2022 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 the proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of the Series 2022 Bond shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

Notwithstanding the foregoing paragraph, so long as Valley National Bank shall be the Owner of the Outstanding Series 2022 Bond, presentment of the Series 2022 Bond for the payment of principal or Redemption Price shall not be required.

SECTION 2.05. Debt Service on the Series 2022 Bond.

(a) The Series 2022 Bond shall be issued as one Series under the Master Indenture, shall bear interest at the Tax-Exempt Rate per annum, subject to adjustment as hereinafter

provided, and shall mature, subject to the right of prior redemption in accordance with their terms as provided in Section 3.01 hereof:

Principal Amount	Initial Interest Rate	(Maturity)
\$6,270,000	4.25%	May 1, 2038

(b) Interest on the Series 2022 Bond will be computed in all cases on the basis of a 360-day year, consisting of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bond on the day before the default occurred.

(c) If there is a Determination of Taxability not caused by the action of the Owner, the Series 2022 Bond shall bear interest from the earliest effective date of such Determination of Taxability at the rate per annum, equal to the Taxable Rate. The Issuer hereby covenants that on each date it certifies for collection Series 2022 Assessments following the effective date of the Determination of Taxability, it will certify for collection Series 2022 Special Assessments in an amount that will provide sufficient Pledged Revenues to pay, in addition to the current year's Debt Service Requirement, the difference between the Tax-Exempt Rate and the Taxable Rate from the effective date of the Determination of Taxability, which may be the date of issuance, to the immediately succeeding November 1 (the "Taxable Rate Differential"); provided, however, that such levy will not cause the interest component of the Series 2022 Special Assessments to exceed the Taxable Rate. In the event there is a Determination of Taxability, and the Issuer is unable to certify for collection the full amount of the Taxable Rate Differential during the remaining term of the Series 2022 Bond without exceeding the Taxable Rate, the Issuer would have no other obligation to levy and recover the portion of Taxable Rate Differential exceeding the Taxable Rate. If the amount of Series 2022 Special Assessments certified for collection by the Issuer in such years are insufficient to pay the Taxable Rate Differential such insufficiency, in and of itself, shall not be an Event of Default so long as the interest component of such Series 2022 Special Assessments is at least the Taxable Rate. The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify either such information or compliance with the limitation in the prior sentence hereto. In the absence of notice from the Owner to the Trustee to the contrary, the Trustee is entitled to rely that no Determination of Taxability has occurred.

SECTION 2.06. Disposition of Proceeds of the Series 2022 Bond and 2007A Indenture Funds. From the proceeds of the Series 2022 Bond (the "Proceeds") received by the Trustee in the

amount of \$6,270,000.00 (which represents the par amount of the Series 2022 Bond) on the date of original issuance and delivery of the Series 2022 Bond:

(i) \$54,248.75 of Proceeds, which is an amount equal to the initial Series 2022 Debt Service Reserve Requirement, shall be deposited in the Series 2022 Debt Service Reserve Account of the Debt Service Reserve Fund;

(ii) the Proceeds in the amount of \$6,206,774.63, along with \$298,178.95 of 2007A Indenture Funds shall be transferred to the Series 2007A General Account of the Series 2007A Bond Redemption Fund held by the Trustee pursuant to the 2007A Indenture to be used to pay the Redemption Price to the holder of the Refunded Bonds on August 17, 2022.

(iii) the Proceeds in the amount of \$8,976.62 along with \$67,264.84 of 2007A Indenture Funds shall be transferred to the Series 2022 Interest Account.

Upon the final redemption of the Refunded Bonds and the posting of all investment earnings on such funds and accounts the Trustee, in its capacity as trustee under the 2007A Indenture shall close all of the funds and accounts under the 2007A Indenture and transfer all amounts to the Series 2022 Revenue Account.

SECTION 2.07. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, the Bond Register for the registration, transfer and exchange of the Series 2022 Bond, and hereby appoints the Trustee as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2022 Bond. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.08. Limitation on Additional Bonds. The Issuer covenants and agrees that so long as the Series 2022 Bond is Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2022 Trust Estate, nor shall it issue additional parity bonds

secured by the lien of the Series 2022 Special Assessments, without the Owner’s prior written consent.

**ARTICLE III
REDEMPTION OF SERIES 2022 BOND**

SECTION 3.01. Redemption Dates and Prices. The Series 2022 Bond shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2022 Bond shall be made on the dates hereinafter required.

(a) Optional Redemption. The Series 2022 Bond is subject to redemption prior to maturity at the option of the Issuer in whole or in part on any Business Day, without premium, at the Redemption Price of 100% of the principal amount of the Series 2022 Bond to be redeemed plus interest accrued to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bond is subject to extraordinary mandatory redemption prior to maturity by the Issuer, in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2022 Bond to be redeemed, plus interest accrued to the redemption date, without premium, from moneys deposited into the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund from Prepayments of Series 2022 Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.04 of this First Supplemental Indenture, including any excess moneys transferred from the Series 2022 Debt Service Reserve Account to the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund resulting from such Prepayments pursuant to Section 4.01(f)(ii) of this First Supplemental Indenture.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bond is subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>Year</u> <u>(May 1)</u>	<u>Principal Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal Amount</u>
2023	\$280,000	2031	\$395,000
2024	290,000	2032	410,000
2025	305,000	2033	430,000
2026	320,000	2034	445,000
2027	330,000	2035	465,000
2028	345,000	2036	485,000
2029	360,000	2037	505,000
2030	375,000	2038*	530,000

* Maturity.

The principal amounts set forth in the foregoing table shall be adjusted as specified by the Issuer as provided below by any principal amounts of the corresponding sinking fund installment redeemed pursuant to this Section 3.01 or purchased pursuant to Article VIII of the Master Indenture.

Upon (i) any redemption or purchase of the Series 2022 Bond subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, and/or (ii) any change in the interest rate on the Series 2022 Bond on account of a Determination of Taxability, the Issuer shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of the Series 2022 Bond in substantially equal annual installments of principal and interest (subject to rounding to an Authorized Denomination of principal) over the remaining term of the Series 2022 Bond. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any sinking fund installment for the Series 2022 Bond in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of the Series 2022 Bond, amounts shall be transferred from the Series 2022 Revenue Account to the Series 2022 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 hereof.

SECTION 3.02. Notice of Redemption. Notwithstanding any provision of the Master Indenture to the contrary, notice of any redemption of the Series 2022 Bond shall be provided no later than ten (10) days prior to the date of redemption.

ARTICLE IV ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2022 Costs of Issuance Account." Amounts in the Series 2022 Costs of Issuance Account shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2022 Bond. Six (6) months after the date of issuance of the Series 2022 Bond, any moneys remaining in the Series 2022 Costs of Issuance Account which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2022 Bond shall be deposited into the Series 2022 Revenue Account and used for the purposes permitted therefor, and the Series 2022 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 "Series 2022 Revenue Account." Revenues received by the Issuer from the Series 2022 Special Assessments (except for Prepayments of Series 2022 Special Assessments which shall be identified as such by the Issuer to the Trustee, which shall be deposited in the Series 2022 Prepayment Account in the Series 2022 Bond Redemption Fund) shall, as specified/identified by the Issuer, be deposited by the Trustee into the Series 2022 Revenue Account and shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2022 Interest Account." Moneys shall be deposited into the Series 2022 Interest Account pursuant to Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein and herein. Pursuant to Section 2.06 hereof, \$76,241.46 of 2007A Indenture Funds shall be deposited into the Series 2022 Interest Account shall be applied to pay interest on November 1, 2022.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2022 Sinking Fund Account." Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Article VI of the Master Indenture and Section 4.02 of this First Supplemental Indenture and applied for the purposes provided therein.

(e) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2022 Bond Redemption Fund" and within such Fund, a "Series 2022 Prepayment Account." Except as otherwise provided in this First Supplemental Indenture, moneys to be deposited into the Series 2022 Prepayment Account (including all earnings on investments held therein) shall be applied as provided in Article VI of the Master Indenture and in Section 3.01(b) of this First Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2022 Debt Service Reserve Account."

(i) Proceeds of the Series 2022 Bond shall be deposited into the Series 2022 Debt Service Reserve Account in the amount set forth in Section 2.06(i) of this First Supplemental Indenture, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next succeeding such day), the Trustee shall determine the amounts on deposit in the Series 2022 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings which shall be applied as provided in Section 4.01(f)(iii) below and excess resulting from Prepayments which shall be applied as provided in Section 4.01(f)(ii) below) above the

2022 Debt Service Reserve Requirement and such amounts shall be transferred to the Series 2022 Revenue Account.

(ii) Notwithstanding the foregoing paragraph, so long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, upon an optional Prepayment of any Series 2022 Special Assessment by the owner of a lot or parcel of land subject to such Series 2022 Special Assessment against such lot or parcel as provided in Section 4.04(a) of this First Supplemental Indenture, the Issuer, on each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next succeeding such day), shall determine the Series 2022 Debt Service Reserve Requirement, taking into account such optional Prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2022 Debt Service Reserve Account in excess of the Series 2022 Debt Service Reserve Requirement (except for excess resulting from interest earnings which shall be applied as provided in Section 4.01(f)(iii) below) from the Series 2022 Debt Service Reserve Account to the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund, as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. If the Issuer fails to provide such transfer direction as provided in this subparagraph (ii), the Trustee may assume any excess in the Series 2022 Debt Service Reserve Account shall be retained therein.

(iii) Earnings on investments in the Series 2022 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2022 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2022 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2022 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2022 Debt Service Reserve Account shall be deposited to the credit of the Series 2022 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2022 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2022 Debt Service Reserve Account is not reduced below the then Series 2022 Debt Service Reserve Requirement, then earnings on investments in the Series 2022 Debt Service Reserve Account shall be transferred to the Series 2022 Revenue Account of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2022 Debt Service Reserve Account shall remain therein.

SECTION 4.02. Series 2022 Revenue Account.

(a) The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

[FIRST, On each March 15th and September 15th on which it has received moneys to be deposited into the Series 2022 Prepayment Account, the Trustee shall transfer from the Series 2022 Revenue Account for deposit into such Series 2022 Prepayment Account an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 and, in each case, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2022 Bond on the next possible Interest Payment Date (taking into account the notice of redemption to be provided therefor) in the maximum aggregate principal amount for which moneys are then on deposit in such Series 2022 Prepayment Account in accordance with the provisions for extraordinary mandatory redemption of the Series 2022 Bond;]

SECOND, upon receipt, but no later than the Business Day preceding each Interest Payment Date while the Series 2022 Bond remain Outstanding, commencing with the Business Day preceding May 1, [2023], to the Series 2022 Interest Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the interest on the Series 2022 Bond becoming due on the next succeeding Interest Payment Date, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

THIRD, no later than the Business Day preceding May 1, [2023], and on the Business Day next preceding each May 1 thereafter through May 1, 2038, while the Series 2022 Bond remain Outstanding, to the Series 2022 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the principal amount of Series 2022 Bond maturing on such May 1, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2022 Debt Service Reserve Account an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2022 Debt Service Reserve Requirement; and

FIFTH, subject to the following paragraphs (b) and (c), the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2022 Revenue Account.

(b) On any date required by the Arbitrage Certificate, the Issuer shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2022 Revenue Account to the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate.

(c) On or after each November 2, the balance on deposit in the Series 2022 Revenue Account on such November 2 shall be paid over to the Issuer at the written direction of a Responsible Officer of the Issuer and used for any lawful purpose of the Issuer; provided, however, that on the date of any such proposed transfer the Trustee shall not have actual knowledge of an Event of Default (as described in Section 11.06 of the Master Indenture) under the Master Indenture or hereunder relating to the Series 2022 Bond, including the payment of Trustee's fees and expenses then due.

SECTION 4.03. Power to Issue Series 2022 Bond and Create Lien. The Issuer hereby represents that it is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bond, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2022 Bond to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with or subordinate to the lien created in favor of the Series 2022 Bond, except as otherwise permitted under the Master Indenture and Section 2.08 hereof, and provided the foregoing shall not preclude the imposition of non-ad valorem assessments in connection with capital projects that are necessary for health, safety and welfare reasons or to remediate a natural disaster. The Series 2022 Bond 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 and to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owner of the Series 2022 Bond under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Special Assessment Liens.

Notwithstanding Section 9.08 of the Master Indenture, the following shall apply to the Series 2022 Bond:

(a) At any time any owner of property subject to the Series 2022 Special Assessments may, at its option, prepay all or a portion of the Series 2022 Special Assessment as further provided in the Assessment Proceedings; provided, however, to the extent that such payments are to be used to redeem the Series 2022 Bond in the event the amount in the Series 2022 Debt Service Reserve Account will exceed the Series 2022 Debt Service Reserve Requirement as a result of such Prepayment in accordance with this Section 4.04(a) and the resulting redemption in accordance with Section 3.01(b) of this First Supplemental Indenture of the Series 2022 Bond, the excess amount above the Series 2022 Debt Service Reserve Requirement shall be transferred from the Series 2022 Debt Service Reserve Account to the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund, as a credit against the Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Debt Service Reserve Account to equal or exceed the Series 2022 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of the Series 2022 Bond, there will be sufficient Pledged Revenues to pay the principal and interest, when due. The written

instructions shall be delivered to the Trustee on the 46th day prior to a redemption date or, if such date is not a Business Day, on the next succeeding Business Day.

(b) Upon receipt of Series 2022 Prepayment Principal pursuant to 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 identified as a Prepayment. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund to be applied in accordance with Section 4.01(e) of this First Supplemental Indenture, to the redemption of Series 2022 Bond in accordance with Section 3.01(b) of this First Supplemental Indenture.

ARTICLE V CONCERNING THE TRUSTEE

SECTION 5.01. Acceptance by Trustee. The Trustee accepts the trusts, duties and obligations declared and provided in the Master Indenture and this First Supplemental Indenture, and agrees to perform such trusts, duties and obligations upon the terms and conditions set forth in the Master Indenture and herein.

SECTION 5.02. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

SECTION 5.03. Trustee's Duties. Except as otherwise expressly provided in this First Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protections and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof.

SECTION 5.04. Extraordinary Fees and Expenses of Trustee. In the event that the Trustee shall be required under the Indenture or directed by the Owner of the Series 2022 Bond to take actions to enforce the collection of delinquent Series 2022 Special Assessments or to take any other extraordinary actions under the Indenture, the Trustee shall be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the funds and accounts securing the Series 2022 Bond.

ARTICLE VI MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bond, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this First Supplemental Indenture shall be read and construed as one

document. To the extent of any conflict between the Master Indenture and this First Supplemental Indenture the terms and provisions hereof shall control.

SECTION 6.02. Amendments. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this First Supplemental Indenture are hereby incorporated herein and made a part of this First Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bond or the date fixed for the redemption of the Series 2022 Bond shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bond, and pursuant to Section 2.08 hereof with respect to the Holders of the Series 2022 Bond.

SECTION 6.07. Collection of Special Assessments. Notwithstanding any provision of the Master Indenture, the Series 2022 Special Assessments pledged hereunder to secure the Series 2022 Bond shall be collected pursuant to the uniform method for the levy, collection and enforcement of Series 2022 Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended, unless such method is not available, or if in the Issuer's discretion direct collection of the Series 2022 Special Assessments is in the best interest of the Issuer and the Issuer has not been directed otherwise by the Trustee, in which case the Series 2022 Special Assessments shall be directly collected by the Issuer pursuant to Florida law.

SECTION 6.08. Financial Statements. For so long as the Series 2022 Bond is Outstanding, and Valley National Bank is the Owner of the Outstanding Series 2022 Bond, the Issuer covenants and agrees that it will provide to the Owner on an annual basis:

(a) a copy of its audited financial statements within thirty (30) days of adoption for each Fiscal Year;

(b) financial statements for the Series 2022 Debt Service Reserve Account within forty-five (45) days of the end of each first calendar quarter; and

(c) a copy of its annual budget within thirty (30) days of receipt by the Issuer.

Failure to provide the financial statements and reports as provided in the preceding sentence, after five (5) Business Days' written notice to the Issuer, the District Manager and Counsel to the Issuer, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure the Owner may enforce the provisions of this section by action in mandamus or for specific performance, to compel performance of the Issuer's financial reporting obligations under this section. A Financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

The Trustee may conclusively rely upon written direction from the Owner (as described above) accompanied by evidence of such Financial Covenant Reporting Failure. In the absence of such written direction and evidence, the Trustee may conclusively rely that no Financial Covenant Reporting Failure has occurred.

SECTION 6.09. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

SECTION 6.10. Bank Accounts. So long as Valley National Bank is the registered owner of the Series 2022 Bond and the Series 2022 Bond remain Outstanding, the Issuer covenants and agrees to maintain an operating account and a loan auto debit account with the Owner; provided, however, that the Owner's fees shall remain competitive with market fees and qualified for deposit of public funds pursuant to State law. By its acceptance of the Series 2022 Bond, registered in the name of the Owner, the Owner shall be deemed to have waived the right of setoff against said account(s). Notwithstanding any other agreement between the Issuer and the Owner, or policies and procedures of the Owner otherwise applicable to such account(s), the operating and loan auto debit account and/or other account(s) maintained by the Issuer with the Owner in satisfaction of this Section 6.10 do(es) not secure any obligations of the Issuer to the Owner or to any person or entity controlling, controlled by or under common control with the Owner. Failure to comply with this section shall not constitute an Event of Default under the Master Indenture.

SECTION 6.11. Additional Covenant Regarding Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2022 Special Assessments, and to continue to levy the Series 2022 Special Assessments, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2022 Bond, when due.

SECTION 6.12. Expenses. The Issuer agrees to be responsible for the payment of any present or future documentary stamp taxes, intangible taxes, recording expenses or any other

excise or property taxes, charges or similar administrative or governmental levies which arise from any payment made on the Series 2022 Bond or from the execution, delivery or registration of, or otherwise with respect to, the Series 2022 Bond or any agreement or instrument required by, or executed or delivered in connection with, the Series 2022 Bond, and agrees that Valley National Bank shall have no responsibility to pay such taxes or fees

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, OTC Community Development District has caused this First Supplemental Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors, and Regions Bank, as Trustee, has caused this First Supplemental Indenture to be executed by one of its Authorized Signatories, all as of the day and year first above written.

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

Attest:

By: _____
Name: _____
Title: Chair

By: _____
Name: _____
Title: Secretary

[Signature Page | First Supplemental Trust Indenture]

REGIONS BANK,
as Trustee

By: _____
Name: _____
Title: _____

[Signature Page | First Supplemental Trust Indenture]

EXHIBIT A

FORM OF SERIES 2022 BOND

2022R-_____

\$_____

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, BASED UPON THE EXEMPTION FROM REGISTRATION AVAILABLE UNDER SECTION 3(a)(2) THEREOF, AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR," AS SUCH TERM IS DEFINED IN 17 C.F.R. SECTION 230.501(a), OR ANY SUCCESSOR PROVISION THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS AND OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE REFERRED TO BELOW

STATE OF FLORIDA
OTC COMMUNITY DEVELOPMENT DISTRICT
(CITY OF JACKSONVILLE)
SPECIAL ASSESSMENT REVENUE AND REFUNDING BONDS, SERIES 2022

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
4.25% (subject to adjustment as provided herein)	May 1, 2038	July 18, 2022

REGISTERED OWNER: VALLEY NATIONAL BANK

PRINCIPAL AMOUNT: SIX MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS
(\$6,270,000)

OTC 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 specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of Regions Bank located in Jacksonville, as paying agent (said bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the principal amount set forth above with interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) thereon at the rate per annum set forth above, subject to adjustment as set forth herein, payable on the first day of May and November of each year, commencing November 1, 2022. Principal of this Series 2022 Bond is payable at the designated corporate trust office of Regions Bank located Jacksonville in lawful money of the United States of America. Notwithstanding the foregoing, so long as Valley National Bank shall be the registered owner of this Series 2022 Bond, presentment of this Series 2022 Bond for the payment of principal or Redemption Price shall not be required. Interest on this

Series 2022 Bond is payable by direct debit of an account of the Issuer at Valley National Bank or such other method as agreed upon in writing the Issuer and Valley National Bank at the close of business on the fifteenth (15th) day of the calendar month preceding each interest payment date or the date on which the principal of this Series 2022 Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date hereof is prior to November 1, 2022, in which case from the dated date of this Series 2022 Bond specified above, 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 Series 2022 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). The foregoing notwithstanding, any Owner of the Series 2022 Bond shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

If there is a Determination of Taxability not caused by the action of the Owner, the Series 2022 Bond shall bear interest from the earliest effective date of such Determination of Taxability at the rate per annum, equal to the Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer has agreed to pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest paid on the Series 2022 Bond during the Determination of Taxability Period and (B) the amount of interest that would have been paid on the Series 2022 Bond during the Determination of Taxability Period had the Series 2022 Bond borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the occurrence of a Determination of Taxability. In no event shall the interest, penalties on overdue interest and additions to tax cumulatively result in amounts being paid by the Issuer in any given year which exceed an average interest equivalent rate of 6%. The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability and the Trustee may conclusively rely upon such information without the duty to verify either such information or compliance with the limitation in the prior sentence. In the absence of notice from the Owner to

the Trustee to the contrary, the Trustee is entitled to rely that no Determination of Taxability has occurred.

THE SERIES 2022 BOND IS A LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF JACKSONVILLE, FLORIDA, DUVAL COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BOND, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY, AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2022 BOND. THE SERIES 2022 BOND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF JACKSONVILLE, FLORIDA, DUVAL COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Series 2022 Bond is one of an authorized Series of Bonds of OTC 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"), designated as "OTC Community Development District (City of Jacksonville, Florida) Special Assessment Revenue and Refunding Bond, Series 2022 (the "Series 2022 Bond"), in the aggregate principal amount of \$6,270,000. The Series 2022 Bond is being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act. Proceeds of the Series 2022 Bond shall be used to provide funds, together with the 2007A Indenture Funds, for (i) the current refunding and redemption of the Refunded Bonds, (ii) the funding of the Series 2022 Debt Service Reserve Account and (iii) the payment of the costs of issuance of the Series 2022 Bond. The Series 2022 Bond is issued under, and are secured and governed by, a Master Trust Indenture dated as of November 1, 2022 (the "Master Indenture"), as amended and supplemented by a First Supplemental Trust Indenture dated as of July 1, 2022 (the "First Supplemental Indenture"), each between the Issuer and Regions Bank, as trustee (the "Trustee") (the Master Indenture and the First Supplemental Indenture together are referred to herein as the "Indenture"), executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida. All capitalized terms used herein and not expressly defined herein shall have the meanings ascribed thereto in the Indenture.

The Series 2022 Bond shall be issued as fully registered bonds in the Authorized Denomination as set forth in the Indenture.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of this Series 2022 Bond issued under the Indenture, the operation and application of the Funds and Accounts charged with and pledged to the payment of the principal of and interest on the Series 2022 Bond, the levy, and the

evidencing and certifying for collection, of the Series 2022 Special Assessments, the nature and extent of the security for the Series 2022 Bond, the terms and conditions on which the Series 2022 Bond is issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which the Indenture may be amended without the consent of the registered owners of the Series 2022 Bond, the conditions under which the Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2022 Bond Outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bond.

The registered owner of this Series 2022 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 Series 2022 Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City of Jacksonville, Florida, Duval County, Florida, the State of Florida or any political subdivision thereof, or taxation in any form on any real or personal property of the Issuer, the City of Jacksonville, Florida, Duval County, Florida, the State of Florida or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Series 2022 Bond or the making of any other payments provided for in the Indenture, except for the Series 2022 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Series 2022 Bond, the registered and beneficial owner hereof assents to all the provisions of the Indenture.

The Series 2022 Bond is payable from and secured by the 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 the Series 2022 Special Assessments to secure and pay the Series 2022 Bond.

Optional Redemption

The Series 2022 Bond is subject to redemption prior to maturity at the option of the Issuer in whole or in part on any Business Day at the Redemption Price of 100% of the principal amount of the Series 2022 Bond to be redeemed plus interest accrued to the redemption date.

Extraordinary Mandatory Redemption

(a) The Series 2022 Bond is subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series

2022 Bond to be redeemed, plus interest accrued to the redemption date, without premium, from moneys deposited into the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund from Prepayments of Series 2022 Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.04 of the First Supplemental Indenture, including any excess moneys transferred from the Series 2022 Debt Service Reserve Account to the Series 2022 Prepayment Account of the Series 2022 Bond Redemption Fund resulting from such Prepayments pursuant to Section 4.01(f)(ii) of the First Supplemental Indenture.

Mandatory Sinking Fund Redemption

This Series 2022 Bond is subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>Year</u> <u>(May 1)</u>	<u>Principal Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal Amount</u>
2023	\$280,000	2031	\$395,000
2024	290,000	2032	410,000
2025	305,000	2033	430,000
2026	320,000	2034	445,000
2027	330,000	2035	465,000
2028	345,000	2036	485,000
2029	360,000	2037	505,000
2030	375,000	2038*	530,000

* Maturity.

The principal amounts set forth in the foregoing table shall be adjusted as specified by the Issuer as provided below by any principal amounts of the corresponding sinking fund installment redeemed pursuant to Section 3.01 of the First Supplemental Indenture or purchased pursuant to Article VIII of the Master Indenture.

Upon (i) any redemption or purchase of the Series 2022 Bond subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, and/or (ii) any change in the interest rate on the Series 2022 Bond on account of a Determination of Taxability, the Issuer shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of the Series 2022 Bond in substantially equal annual installments of principal and interest (subject to rounding to an Authorized Denomination of principal) over the remaining term of the Series 2022 Bond. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any sinking fund installment for the Series 2022 Bond in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking

fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of the Series 2022 Bond, amounts shall be transferred from the Series 2022 Revenue Account to the Series 2022 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 of the First Supplemental Indenture.

Notice of Redemption

Notwithstanding any provision of the Master Indenture to the contrary, notice of any redemption of the Series 2022 Bond shall be provided no later than ten (10) days prior to the date of redemption.

The Issuer shall keep books for the registration of this Series 2022 Bond at the designated corporate trust office of the Registrar in Jacksonville, Florida. This Series 2022 Bond 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 this Series 2022 Bond is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Series 2022 Bond in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of this Series 2022 Bond, but the Issuer may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the Issuer nor the Registrar shall be required (a) to transfer or exchange this Series 2022 Bond for a period of fifteen (15) days next preceding any selection of Series 2022 Bond to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Series 2022 Bond called for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name this Series 2022 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not this Series 2022 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, Redemption Price and interest on this Series 2022 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 this Series 2022 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Series 2022 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 Series 2022 Bond is in full compliance with all constitutional and statutory limitations or provisions.

This Series 2022 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.

IN WITNESS WHEREOF, OTC Community Development District has caused this Series 2022 Bond to be signed by the manual signature of the Chair of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the manual signature of the Secretary/Assistant Secretary of its Board of Supervisors, all as of the date hereof.

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

Attest:

By: _____

Name: Michelle Pierce

Its: Chair

By: _____

Name: _____

Its: Secretary/Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2022 Bond is delivered pursuant to the within mentioned Indenture.

Date of Authentication: July 18, 2022.

REGIONS BANK,
as Trustee

By: _____
Authorized Signatory

ABBREVIATIONS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM GIFT MIN ACT - Custodian

(Cust) (Minor) under Uniform Gifts

to Minors Act
(State)

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

ASSIGNMENT

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

Dated:

Social Security Number or Employer Identification Number of Transferee: Signature guaranteed:

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

B.

RESOLUTION 2022-10

[SERIES 2022 REFUNDING]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE AND REFUNDING BOND, SERIES 2022 (THE "2022 BOND"); CONFIRMING AND ADOPTING THE SUPPLEMENTAL ASSESSMENT METHODOLOGY; CONFIRMING, ALLOCATING AND PROVIDING FOR THE COLLECTION AND PAYMENT OF SPECIAL ASSESSMENTS SECURING THE 2022 BOND; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR CONFLICTS, AN ASSESSMENT NOTICE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the OTC Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct and/or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, on March 26, 2007, in accordance with Chapters 170, 190 and 197, *Florida Statutes*, without limitation, the District adopted Resolution 2007-21, titled, A RESOLUTION OF THE OTC COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE ("**2007 Assessment Resolution**"); and

WHEREAS, the 2007 Assessment Resolution was adopted in connection with the District's issuance of its \$9,770,000 OTC Community Development District Special Assessment Bonds, Series 2007A ("**Series 2007A Bonds**"); and

WHEREAS, in order to achieve both aggregate and annual debt service savings, the District has determined it is in the best interest of the District, its residents and landowners, to refund and redeem the outstanding Series 2007A Bonds via the issuance of refunding bonds; and

WHEREAS, in order to effect such refunding, redeeming, and defeasance, on July 13, 2022, the District's Board of Supervisors ("**Board**") adopted Resolution 2022-__, authorizing the refinancing of the Series 2007A Bonds and the issuance of the District's Special Assessment

Refunding Bond, Series 2022, in accordance with the terms of the First Supplemental Indenture attached thereto (“**Series 2022 Refunding Bond**”); and

WHEREAS, this Resolution sets forth the terms of the Series 2022 Refunding Bond and confirms the lien of the levy of special assessments securing the Series 2022 Refunding Bond.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and the 2007 Assessment Resolution.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) On March 26, 2007, the District, after due notice and public hearing, adopted the 2007 Assessment Resolution, which, among other things, equalized, approved, confirmed and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. This Resolution shall supplement the 2007 Assessment Resolution for the purpose of setting forth the specific terms of the Series 2022 Refunding Bond and certifying the amount of the lien of the special assessments securing any portion of the Series 2022 Refunding Bond, including interest, costs of issuance, and the number of payments due.

(b) The _____, dated _____, attached to this Resolution as **Exhibit A** (“**Supplemental Assessment Methodology**”), applies the *OTC Community Development District Special Assessment Methodology Report*, dated February 14, 2007 (“**Original Assessment Methodology**,”), to the actual terms of the Series 2022 Refunding Bond. The Supplemental Assessment Methodology is hereby approved, adopted and confirmed. The District approves and ratifies its use in connection with the sale of the Series 2022 Refunding Bond.

(c) The project described in the *OTC Community Development District Improvement Plan*, dated February 5, 2007 (“**Engineer’s Report**” and the project described therein as financed by the Series 2007A Bonds, the “Series 2007 Project”), has been declared complete via Resolution 2008-03, and continues to specially benefit all of the developable properties within the District, including those properties identified in the Supplemental Assessment Methodology. The benefits of the Series 2007 Project equal or exceed the assessments allocated as provided in the Original Assessment Methodology and the Supplemental Assessment Methodology.

SECTION 3. CONFIRMATION OF ASSESSMENT LIEN FOR SERIES 2022 REFUNDING BOND. This Resolution is intended to set forth the terms of the Series 2022 Refunding Bond and the final amount of the lien of the special assessments securing said bond. The Series 2022 Refunding Bond, in a par amount of \$6,270,000, shall bear such rates of interest and maturity as shown on **Exhibit B** attached hereto. The sources and uses of funds of the Series 2022 Refunding Bond shall be as set forth in **Exhibit C**. The debt service due on the Series 2022

Refunding Bond is set forth on **Exhibit D** attached hereto. The lien of the special assessments securing the Series 2022 Refunding Bond on certain developable land within the District, as such land is described in **Exhibit A**, shall be the principal amount due on the Series 2022 Refunding Bond, together with accrued but unpaid interest thereon, penalties, and interest on late payments, together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2022 REFUNDING BOND.

(a) The special assessments securing the Series 2022 Refunding Bond shall be allocated in accordance with **Exhibit A**. The Supplemental Assessment Methodology, considered herein, reflects the actual terms of the issuance of the District's Series 2022 Refunding Bond. The estimated costs of collection and required gross up for early payment discount of the special assessments for the Series 2022 Refunding Bond are as set forth in the Supplemental Assessment Methodology; however, in any given year, such actual costs and required gross up amounts shall be included in the special assessments collected by the District under any method authorized by law.

(b) The lien of the special assessments securing the Series 2022 Refunding Bond includes all lands within the District subject to the special assessments which originally secured the Series 2007A Bonds ("**Series 2007A Assessments**"), except those that prepaid the Series 2007A Assessments in full, all as reflected in **Exhibit A**. To the extent additional land is added to the District, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted and reallocate the special assessments securing the Series 2022 Refunding Bond and impose special assessments on the newly added and benefitted property.

SECTION 5. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The special assessments may be paid in not more than sixteen (16) consecutive annual installments of principal and interest. The Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District, consistent with law. Subject to the terms of the First Supplemental Indenture (defined herein), the special assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. An owner of property subject to the special assessments may pay all, or a portion once, of the principal balance of such special assessment remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding interest payment date for the Series 2022 Refunding Bond or, if prepaid during the forty-five (45) day period preceding such interest payment date, on the second succeeding interest payment date. Prepayment of special assessments does not entitle the property owner to any discounts for early payment.

(b) In no event shall the District collect special assessments pursuant to this Resolution in excess of the total debt service related to the Series 2022 Refunding Bond, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If any assessment reallocation pursuant to this Resolution would result in special assessments collected in excess of the District's total debt service obligation for the Series 2022 Refunding Bond, the Board shall by resolution take appropriate action to equitably reallocate the special assessments.

(c) The District hereby certifies the special assessments securing the Series 2022 Refunding Bond for collection each year and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Duval County and other Florida law. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The decision to collect special assessments by any particular method does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to use any collection method authorized by law and by the terms of the First Supplemental Indenture, regardless of past practices.

(d) The District may elect to collect the special assessments using the Uniform Method in Chapter 197, *Florida Statutes*, or any successor statute thereto. If in any year the Uniform Method is unavailable or direct collection is otherwise authorized by law and by the terms of the First Supplemental Indenture, the District Manager is further directed and authorized to take all actions necessary to collect the special assessments using methods available to the District authorized by Florida law. The deposit of all special assessments securing the Series 2022 Refunding Bond collected by the District under any allowable method shall be made in accordance with the provisions of Sections 197.3632 and 197.3635, *Florida Statutes*, and the *First Supplemental Indenture*, dated July 1, 2022 (“**First Supplemental Indenture**”).

(e) The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present the same to the Board as required by law.

(f) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Duval County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the non-ad valorem special assessment imposed on property subject thereto, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

(g) Taking into account earnings on certain funds and accounts as set forth in the Master Trust Indenture and Second Supplemental Trust Indenture, the District began annual collection of special assessments in November 2021 for the Series 2022 Refunding Bond debt service payment due on November 1, 2022, using the methods available to it by law. Beginning in November of 2022 there shall be sixteen (16) years of semi-annual installments of interest, as reflected in **Exhibit D**. The annual special assessment certified for collection each year shall not be reduced from year to year, except to the extent the costs of collection decrease or the gross up

for early payment discount is lowered by law or with respect to the last assessment installment needed to fully retire the Series 2022 Refunding Bond.

(h) In the event a special assessment payment directly collected by the District is not made, the whole assessment, including any remaining partially deferred payments for the year in question if any, as well as future installments of special assessments securing the Series 2022 Refunding Bond, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the 2007 Assessment Resolution, which remains in full force and effect. This Resolution and the 2007 Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below. Upon the issuance of the Series 2022 Refunding Bond and the complete redemption of the Series 2007A Bonds, the Series 2022 Assessments shall supersede and replace the Series 2007A Assessments previously allocated pursuant to the Assessment Resolution, provided however, the lien of the Series 2007A Assessments shall remain in effect for a particular parcel until such time as that parcel has paid the annual installment(s) of Series 2007A Assessments currently certified for collection.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of 2022 Assessments in the Official Records of Duval County, Florida.

SECTION 9. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

ADOPTED by the Board of Supervisors of the OTC Community Development District,
this 13th day of July, 2022.

ATTEST:

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Supplemental Assessment Methodology
Exhibit B: Maturity and Coupon of Series 2022 Refunding Bond
Exhibit C: Sources and Uses of Funds for Series 2022 Refunding Bond
Exhibit D: Annual Debt Service Payment Due on Series 2022 Refunding Bond

Exhibit A

SUPPLEMENTAL ASSESSMENT METHODOLOGY

SPECIAL ASSESSMENT REVENUE AND REFUNDING BOND, SERIES 2022
SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT
(REFUNDING THE SERIES 2007A BONDS)

FOR
OTC COMMUNITY DEVELOPMENT DISTRICT

Date: July 18, 2022

Prepared by

Governmental Management Services, LLC
475 West Town Place, Ste 114
St Augustine, FL 32092



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

1.0 Introduction

The OTC Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District proposes to issue on July 18, 2022, \$6,270,000 of Special Assessment Revenue and Refunding Bond, Series 2022 (the “2022 Bond”) to refund the District’s Special Assessment Bonds, Series 2007A Bonds (the “Series 2007A Bonds”), presently outstanding in the principal amount of \$6,405,000.

1.1 Purpose

This Series 2022 Refunding Supplemental Assessment Methodology Report (the “Assessment Report”) provides for a methodology for allocating the assessments pledged to the repayment of the Bond (“Series 2022 Assessments”) consistent with the methodology adopted by the District in connection with the issuance of the Series 2007A Bonds. This Assessment Report is consistent with the allocation of the assessments securing the Series 2007A bond debt to properties based upon the special benefits each received from the infrastructure program financed in part with the Series 2007A Bonds (“CIP”). This Assessment Report supplements the Special Assessment Methodology Report for the Series 2007A Special Assessment Bonds dated February 14, 2007 to reflect the actual terms and conditions of the issuance of the 2022 Bond. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

On July 18, 2022, the District will impose non-ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently encompasses approximately 99.4 acres located in Duval County, Florida. The development program includes 780,000 square feet of retail footage (herein the “Development”). The Development program is depicted in Table 1. The Development is not fully site planned at this time. On March 1, 2007, the District issued the Series 2007A Bonds totaling \$9,770,000 with an average coupon rate of 5.75% for a 30-year term that matures on May 1, 2038. The Series 2007A Bonds were issued for the primary purpose of acquiring and constructing infrastructure improvements contained in the CIP. The improvements constructed in connection with the Series 2007A Bonds continues to specially benefit all assessable property within the District.

The Board of Supervisors plans to adopt a Resolution approving the sale and terms of the District issuing the 2022 Bond, which will be used to (i) refund and redeem all of the outstanding principal amount of the Series 2007A Bonds in order to achieve debt service savings; (ii) pay certain costs associated with the issuance of the 2022 Bond; and (iii) make deposits into the Series 2022 Debt Service Reserve Account.

The District previously imposed non-ad valorem special assessments on the lands within the District benefitted by the CIP in order to secure repayment of the Series 2007A Bonds (the "Series 2007A Assessments"). The Series 2022 Assessments will replace the Series 2007A Assessments and be levied on the 780,000 square feet of assessable commercial units, equivalent assessable units (EAUs) within the District.

2.0 The 2022 Bond

The 2022 Bond is a term bond with a par amount of \$6,270,000 and an average coupon rate of 4.25%. Payment of Interest on the term bonds will begin on November 1, 2022 with principal amortization beginning on May 1, 2023 continuing through May 1, 2038. A description of the sources and uses of funds is attached hereto as Table 2 and incorporated by reference herein.

The maximum annual debt service assessment revenues necessary for debt service on the 2022 Bonds is \$542,487.50 net of collection costs, and early payment discounts. The Series 2022 Assessments will be collected through the property taxes and will be assessed an extra 7.5% for collection costs, and early payment discounts. The maximum annual debt service is based on a par issue of \$6,270,000 with a final maturity of May 1, 2038.

The 2022 Bond will be used to refund and redeem the Series 2007A Bonds presently outstanding in the par amount of \$6,405,000. The proceeds from the sale of the 2022 Bond and funds available by liquidating the Series 2007A Revenue Account, Prepayment Accounts, and Debt Service Reserve Accounts will be used to (i) make a cash deposit into the refunding escrow account; (ii) fund the Series 2022 Debt Service Reserve Account; (iii) fund the cost of issuance, and (iv) pay interest due on November 1, 2022.

2.1 Purpose of Report

The purpose of this Assessment Report is to (i) confirm the benefit of the CIP inuring to the 780,000 square feet of assessable units within the District; and (ii) calculate the Series 2022 Assessments to reflect the financing terms of the of the 2022 Bond.

2.2 Process of Levying Assessments

The process of levying the Series 2022 Assessments is a three-step process. First, the Assessment Consultant determines the costs of the 2022 Bond contemplated by the District. Second, these costs of 2022 Bond form the basis for a bond sizing. Third, the financial costs are allocated among the benefitted properties (the assessable units) based on benefit

determined by the assessment methodology which is based on the benefit derived from the CIP.

2.3 Requirements of a Valid Special Assessment

There are two requirements under Florida Law for a valid special assessment:

1. The properties being assessed must receive a special benefit from the improvements being paid for by the special assessment.
2. The assessments must be fairly and reasonably allocated to the properties being assessed.

This Assessment Report does not change the allocation of benefits received from the improvements financed with the Series 2007A Bonds, nor the method of allocation as adopted in the Master Assessment Report.

2.4 Reasonable and Fair Apportionment of the Obligation to Pay

The determination has been made that the obligation to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the 2022 Bond (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

3.0 Allocation Methodology

As described above, the District will issue on July 18, 2022, \$6,270,000 of Special Assessment Revenue and Refunding Bond, Series 2022 to refund and redeem the Series 2007A Bonds. The Series 2022 Assessments will be allocated to the benefited parcels using the same methodology in the Special Assessment Report as was previously adopted by the District's Board of Supervisors. The allocation of assessments to each parcel on a pro-rata basis is associated with the allocation of the Series 2007A Bonds as shown in Table 4. The allocation of the Series 2022 Assessments as set forth herein will result in the District annually certifying collection of special assessments in the amounts set forth on Table 5 the Assessment Roll. The Series 2022 Assessments will not be allocated to the Series 2022 Assessment Area on a percentage basis of their Series 2007A Assessments. Instead, each commercial unit will be assigned 1 ERU to be consistent with the Special Assessment Report. The Series 2022 Assessment Area includes all 780,000 square feet of commercial units based on assigned entitlements as previously determined by the Series 2007A Methodology, Series 2022 Assessments will be allocated to each commercial unit on a square foot basis such that each square foot of commercial space is assigned 1 EAU (equivalent assessable unit) based on square feet of entitle assigned o-to the parcel.

4.0 Final Assessment Rolls

The assessment roll reflecting the allocation of Series 2022 Assessments securing repayment of the 2022 Bond is attached hereto as Table 5.

Exhibit B

INTEREST RATE AND MATURITY

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 5/1/2038:					
	05/01/2038	6,270,000	4.250%	4.250%	100.000
		6,270,000			

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond due 5/1/2038:						
	05/01/2023	280,000.00	4.250%	100.000	280,000.00	280,000.00
	05/01/2024	290,000.00	4.250%	100.000	290,000.00	290,000.00
	05/01/2025	305,000.00	4.250%	100.000	305,000.00	305,000.00
	05/01/2026	320,000.00	4.250%	100.000	320,000.00	320,000.00
	05/01/2027	330,000.00	4.250%	100.000	330,000.00	330,000.00
	05/01/2028	345,000.00	4.250%	100.000	345,000.00	345,000.00
	05/01/2029	360,000.00	4.250%	100.000	360,000.00	360,000.00
	05/01/2030	375,000.00	4.250%	100.000	375,000.00	375,000.00
	05/01/2031	395,000.00	4.250%	100.000	395,000.00	395,000.00
	05/01/2032	410,000.00	4.250%	100.000	410,000.00	410,000.00
	05/01/2033	430,000.00	4.250%	100.000	430,000.00	430,000.00
	05/01/2034	445,000.00	4.250%	100.000	445,000.00	445,000.00
	05/01/2035	465,000.00	4.250%	100.000	465,000.00	465,000.00
	05/01/2036	485,000.00	4.250%	100.000	485,000.00	485,000.00
	05/01/2037	505,000.00	4.250%	100.000	505,000.00	505,000.00
	05/01/2038	530,000.00	4.250%	100.000	530,000.00	530,000.00
		6,270,000.00			6,270,000.00	6,270,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2038	4.250%	530,000.00	530,000.00		
Entire Issue			6,270,000.00	6,270,000.00	9.1816	4.2507%

Exhibit C

SOURCES AND USES OF FUNDS

SOURCES AND USES OF FUNDS

OTC COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue and Refunding Bond, Series 2022
City of Jacksonville, Florida
FINAL NUMBERS

Dated Date 07/18/2022
Delivery Date 07/18/2022

Sources:

<hr/>	
Bond Proceeds:	
Par Amount	6,270,000.00
Other Sources of Funds:	
2007A Revenue Fund	298,128.36
2007A Redemption Fund	132.55
2007A Interest Fund	0.58
2007A Sinking Fund	0.82
2007A Reserve Fund	298,045.00
	<hr/>
	596,307.31
	<hr/>
	6,866,307.31
	<hr/>

Uses:

<hr/>	
Refunding Escrow Deposits:	
Cash Deposit	6,504,953.58
Other Fund Deposits:	
Interest to 11/1/2022	76,241.46
Reserve Fund at 10% of MADS	54,248.75
	<hr/>
	130,490.21
Delivery Date Expenses:	
Cost of Issuance	230,450.00
Other Uses of Funds:	
Rounding	413.52
	<hr/>
	6,866,307.31
	<hr/>

Exhibit D

DEBT SERVICE REQUIREMENTS

BOND DEBT SERVICE

OTC COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue and Refunding Bond, Series 2022
City of Jacksonville, Florida
FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
07/18/2022						6,270,000	6,270,000
11/01/2022			76,241.46	76,241.46	76,241.46	6,270,000	6,270,000
05/01/2023	280,000	4.250%	133,237.50	413,237.50		5,990,000	5,990,000
11/01/2023			127,287.50	127,287.50	540,525.00	5,990,000	5,990,000
05/01/2024	290,000	4.250%	127,287.50	417,287.50		5,700,000	5,700,000
11/01/2024			121,125.00	121,125.00	538,412.50	5,700,000	5,700,000
05/01/2025	305,000	4.250%	121,125.00	426,125.00		5,395,000	5,395,000
11/01/2025			114,643.75	114,643.75	540,768.75	5,395,000	5,395,000
05/01/2026	320,000	4.250%	114,643.75	434,643.75		5,075,000	5,075,000
11/01/2026			107,843.75	107,843.75	542,487.50	5,075,000	5,075,000
05/01/2027	330,000	4.250%	107,843.75	437,843.75		4,745,000	4,745,000
11/01/2027			100,831.25	100,831.25	538,675.00	4,745,000	4,745,000
05/01/2028	345,000	4.250%	100,831.25	445,831.25		4,400,000	4,400,000
11/01/2028			93,500.00	93,500.00	539,331.25	4,400,000	4,400,000
05/01/2029	360,000	4.250%	93,500.00	453,500.00		4,040,000	4,040,000
11/01/2029			85,850.00	85,850.00	539,350.00	4,040,000	4,040,000
05/01/2030	375,000	4.250%	85,850.00	460,850.00		3,665,000	3,665,000
11/01/2030			77,881.25	77,881.25	538,731.25	3,665,000	3,665,000
05/01/2031	395,000	4.250%	77,881.25	472,881.25		3,270,000	3,270,000
11/01/2031			69,487.50	69,487.50	542,368.75	3,270,000	3,270,000
05/01/2032	410,000	4.250%	69,487.50	479,487.50		2,860,000	2,860,000
11/01/2032			60,775.00	60,775.00	540,262.50	2,860,000	2,860,000
05/01/2033	430,000	4.250%	60,775.00	490,775.00		2,430,000	2,430,000
11/01/2033			51,637.50	51,637.50	542,412.50	2,430,000	2,430,000
05/01/2034	445,000	4.250%	51,637.50	496,637.50		1,985,000	1,985,000
11/01/2034			42,181.25	42,181.25	538,818.75	1,985,000	1,985,000
05/01/2035	465,000	4.250%	42,181.25	507,181.25		1,520,000	1,520,000
11/01/2035			32,300.00	32,300.00	539,481.25	1,520,000	1,520,000
05/01/2036	485,000	4.250%	32,300.00	517,300.00		1,035,000	1,035,000
11/01/2036			21,993.75	21,993.75	539,293.75	1,035,000	1,035,000
05/01/2037	505,000	4.250%	21,993.75	526,993.75		530,000	530,000
11/01/2037			11,262.50	11,262.50	538,256.25	530,000	530,000
05/01/2038	530,000	4.250%	11,262.50	541,262.50			
11/01/2038					541,262.50		
	6,270,000		2,446,678.96	8,716,678.96	8,716,678.96		

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
OTC COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the OTC Community Development District was held Wednesday, May 11, 2022 at 10:30 a.m. at the offices of Riverside Management Services, Inc., 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257.

Present were:

Michelle Pierce

Rocky Morris

Kurt von der Osten

Chairperson

Supervisor

Supervisor

Also present were:

Jim Oliver

Jennifer Kilinski

Rhonda Mossing

District Manager

District Counsel (by phone)

MBS Capital Markets, LLC

The following is a summary of the discussions and actions taken at the May 11, 2022 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 10:35 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 9, 2022 Meeting

There were no comments on the minutes.

On MOTION by Ms. Pierce seconded by Mr. Morris with all in favor the minutes of the February 9, 2022 Board of Supervisors meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Agreement for Underwriting Services with MBS Capital Markets for Refunding the Series 2007A Bonds

Ms. Mossing stated several years back, the Board entered into a contract with MBS to look into refunding the District's outstanding bonds, and at the time, the Board chose not to

move forward with that. We were asked to take another look at it, and we agreed to do that, but we thought it would be best to provide you with a new agreement. In this agreement our fee has been lowered a little bit from 2% of the par amount of debt, to 1.5%, our typical fee for a refunding issue. In order to run the numbers, prepare a credit package and talk to potential banks that might be interested in providing this type of financing, we need to be under contract. Similar to the contract in 2016, if the Board doesn't move forward with the issuance, then you are under no obligation to pay it.

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor the agreement for underwriting services with MBS Capital Markets, LLC for refunding the Series 2007A bonds was approved.

Mr. Oliver stated the Board has approved the agreement, so that you can begin the process you described.

Ms. Mossing stated we will start working on that and will probably give you an update on that at your next meeting.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-06,
Designating Officers**

Mr. Oliver stated Ernesto Torres has left GMS and will no longer be an officer of the District. This resolution names me as the Secretary and Treasurer for the District, and also adds Darrin Mossing, Marilee Giles, and Daniel Laughlin, other GMS employees to serve as Assistant Secretaries and Assistant Treasurers. The composition of the Board would remain the same with Michelle Pierce as Chair, Rocky Morris as Vice Chair, and Kurt von der Osten and Rose Bock serving as Assistant Secretaries.

On MOTION by Mr. von der Osten seconded by Mr. Morris with all in favor Resolution 2022-06, designating officers as listed above was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-07,
Authorizing a Change in the Registered
Agent**

Mr. Oliver informed the Board the purpose of Resolution 2022-07 is to change the registered agent for the District from Ernesto Torres to himself.

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor Resolution 2022-07, authorizing a change in registered agent was approved.

SEVENTH ORDER OF BUSINESS Acceptance of the Fiscal Year 2021 Audit Report

Mr. Oliver stated as a unit of government in Florida, we are required by Florida Statutes 218 to undergo a financial audit each year by an independent CPA firm, which is selected by the Board through the RFP process. The deadline for submitting the auditor to the Auditor General of Florida is June 30th of each year. You’ve accomplished that by completing this audit. It is what is known as a clean audit. There were no findings of note.

On MOTION by Mr. Morris seconded by Mr. von der Osten with all in favor the Fiscal Year 2021 audit report was accepted.

EIGHTH ORDER OF BUSINESS Consideration of Resolution 2022-08, Approving the Proposed Budget for Fiscal Year 2023 and Setting a Public Hearing Date

Mr. Oliver stated this starts the budget process. You must approve a proposed budget by June 15th of each year per Chapter 190 of Florida Statutes. Then you set a public hearing date, and that would be in conjunction with our July 13th meeting, which is at 10:30 at this location. In Duval County, we’re required to have the tax rolls to the tax collector by July 31st, so we will meet that deadline. Mr. Oliver noted the budget for Fiscal Year 2023 is substantially the same as the Fiscal Year 2022 budget, but noted there is an increase in \$2,000 overall, although the assessments will remain the same.

On MOTION by Ms. Pierce seconded by Mr. Morris with all in favor Resolution 2022-08, approving the proposed budget for Fiscal Year 2023 and setting a public hearing date for July 13, 2022 at 10:30 a.m. was approved.

NINTH ORDER OF BUSINESS Consideration of Amendment to Agreement with GMS for District Management Services

Ms. Kilinski stated this agreement implements a few changes that are necessary from a legal standpoint, but also changes that GMS has requested. Number one, it amends the address

for notices with our new mailing address. It amends the indemnification provisions. We worked with GMS and the District’s insurance provider to ensure the insurance the District has covers this indemnification. GMS is your district manager and an extension of the District is already covered in the defense resolution that you passed back when the District was established, so we’re just lining that up together with the insurance coverage currently in place. It requires an insurance provision. It disclaims that they’re not a financial services provider, which is standard, but making it extremely clear. It adds the E-Verify requirements that are new statutorily, and it also provides for certain public record language that the contact information is clear.

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor the amendment to the agreement with GMS for district management services was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer – Update on the Stormwater Needs Analysis Report

Mr. Oliver noted the deadline for submitting the stormwater needs analysis report is June 30th, and staff will make sure that is accomplished.

C. District Manager

There being nothing to report, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisor’s Requests and Audience Comments

Mr. Morris asked if there is any movement on getting vacancies in the town center filled. Ms. Pierce responded that there is, but she can’t speak to it yet.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

Copies of the financial statements were included in the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipt schedule showing the district is 98% collected was included in the agenda package.

C. Approval of Check Register

A copy of the check register totaling \$405,470.39 was included in the agenda package.

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor the Check Register was approved.

THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – July 13, 2022 at 10:30 a.m. at the offices of Riverside Management Services

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. von der Osten seconded by Ms. Pierce with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

property owners and board members and asked for approval of the term sheet and authorization for staff to prepare the closing documents, with the closing scheduled for July 18th.

On MOTION by Ms. Bock seconded by Mr. Morris with all in favor the term sheet was approved.

B. Consideration of Authorizing Staff to Prepare Closing Documents

On MOTION by Ms. Bock seconded by Mr. Morris with all in favor the term sheet was approved.

C. Consideration of Agreement with Bryant Miller Olive for Bond Counsel Services

Ms. Mossing noted most of the closing documents would be prepared by bond counsel.

On MOTION by Mr. Moris seconded by Ms. Bock with all in favor the agreement with Bryant Miller Olive was approved.

FOURTH ORDER OF BUSINESS

Acceptance of the Stormwater Needs Analysis

Mr. Oliver noted that management has worked closely with the engineer on the preparation of the report, and has reviewed the report presented in the agenda package.

On MOTION by Ms. Bock seconded by Mr. Morris with all in favor the stormwater needs analysis report was accepted.

FIFTH ORDER OF BUSINESS

Report on the Number of Registered Voters

Mr. Laughlin informed the Board there are zero registered voters reported to be residing with the District.

SIXTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

SEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – July 13, 2022 at 10:30 a.m. at the offices of Riverside Management Services

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

OTC

Community Development District



Fiscal Year 2023

Approved Budget



OTC
Community Development District

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OTC
Community Development District
 Approved Operating Budget

	<u>Adopted</u> <u>Budget FY 22</u>	<u>Actual as of</u> <u>6/30/2022</u>	<u>Projected</u> <u>3 Months</u>	<u>Projected</u> <u>9/30/2022</u>	<u>Approved</u> <u>Budget FY 23</u>
<u>Revenues</u>					
Assessments - Tax Collector	\$ 74,525	\$ 74,765	\$ -	\$ 74,765	\$ 74,525
Carry Forward Surplus	\$ 7,714	\$ 7,714	\$ -	\$ 7,714	\$ 9,223
Total Revenues	\$ 82,239	\$ 82,478	\$ -	\$ 82,478	\$ 83,748
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisors	\$ 1,800	\$ 800	\$ 1,000	\$ 1,800	\$ 1,800
FICA Expense	\$ 138	\$ 61	\$ 77	\$ 138	\$ 138
Engineering Fees	\$ 2,000	\$ 660	\$ 500	\$ 1,160	\$ 2,000
Attorney Fees	\$ 7,500	\$ 2,793	\$ 1,997	\$ 4,790	\$ 7,500
Arbitrage	\$ 600	\$ 600	\$ -	\$ 600	\$ 600
Annual Audit	\$ 3,900	\$ 3,400	\$ -	\$ 3,400	\$ 3,500
Assessment Roll	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Dissemination	\$ 5,825	\$ 4,288	\$ 1,406	\$ 5,694	\$ 5,825
Trustee Fees	\$ 3,600	\$ 3,500	\$ -	\$ 3,500	\$ 3,600
Management Fees - GMS	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 36,750
Information Technology	\$ 1,675	\$ 1,256	\$ 420	\$ 1,676	\$ 2,010
Website Maintenance	\$ 825	\$ 550	\$ 206	\$ 756	\$ 990
Telephone	\$ 50	\$ 15	\$ 10	\$ 25	\$ 25
Postage	\$ 400	\$ 79	\$ 121	\$ 200	\$ 200
Printing & Binding	\$ 700	\$ 109	\$ 150	\$ 259	\$ 300
Insurance	\$ 7,153	\$ 6,731	\$ -	\$ 6,731	\$ 7,572
Travel	\$ 250	\$ -	\$ 75	\$ 75	\$ 250
Legal Advertising	\$ 2,000	\$ 506	\$ 750	\$ 1,256	\$ 2,000
Other Current Charges	\$ 1,000	\$ 154	\$ 350	\$ 504	\$ 966
Office Supplies	\$ 100	\$ 1	\$ 15	\$ 16	\$ 100
Dues, Licenses, Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Capital Outlay	\$ 100	\$ -	\$ -	\$ -	\$ -
<u>Maintenance</u>					
Stormwater maintenance	\$ 2,448	\$ -	\$ 500	\$ 500	\$ 2,448
Total Expenditures	\$ 82,239	\$ 56,928	\$ 16,327	\$ 73,255	\$ 83,748
Excess Revenues (Expenditures)	\$ -	\$ 25,550	\$(16,327)	\$ 9,223	\$ -
			FY 2022	FY 2023	
Net Assessments			\$ 74,525	\$ 74,525	
Discounts & Collections (7.5%)			\$ 6,043	\$ 6,043	
Gross Assessments			<u>\$ 80,568</u>	<u>\$ 80,568</u>	
Square Footage - 780,000					
Net Assessment per square ft			\$ 0.096	\$ 0.096	
Gross Assessment per Square Ft			\$ 0.103	\$ 0.103	

OTC
Community Development District
General Fund Budget
FY 2023

REVENUES:

Assessments

Annual assessments will be levied on all assessable property within the District to fund the operating budget for the fiscal year. The assessments will be collected by the Duval County Tax Collectors Office.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon 5 supervisors for 4 quarterly meetings.

FICA Expense

These expenses represent the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

Engineering Fees

The District's engineering firm, England Thims, and Miller, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel, Ke Law Group, will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2007 Special Assessment Revenue Bonds. The District has contracted with Grau and Company to calculate the rebate liability and submit a report to the District.

OTC
Community Development District
General Fund Budget
FY 2023

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted Grau and Associates to conduct their annual audit.

Assessment Roll

Governmental Management Services, LLC serves as the District's collection agent and certifies the District's non-ad valorem assessments with the county tax collector.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services, LLC, the District's bond underwriter, to provide this service.

Trustee Fees

The District's Series 2007 Special Assessment Revenue Bonds are held by a trustee at Region's Bank. The amount represents the fee for the administration of the District's bond issue.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement. District website services are included in the GMS agreement to be compliant with section 189 of the Florida Statutes.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

OTC
Community Development District
General Fund Budget
FY 2023

Telephone

Telephone and fax machine

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

Travel

Expenses the Board of Supervisors may incur due to attending an OTC Community Development District meeting or other District related travel expenses.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings etc. in a newspaper of general circulation.

Other Current Charges

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

OTC
Community Development District
General Fund Budget
FY 2023

Maintenance:

Storm water

The District has entered into an agreement with Jacksonville MZL, LLC for pond maintenance services dated January 2017. The agreement provides for Argyle to provide services related to District pond/storm water facilities and to maintain compliance with St. Johns Water River Management District permit #04-031-65850-43.

Vendor	Monthly Amount	Annual Amount
Jacksonville MZL, LLC	\$204.00	\$2,448

OTC
Community Development District
Debt Service Fund Series 2007A

<u>Description</u>	<u>Adopted Budget FY 22</u>	<u>Actual as of 6/30/2022</u>	<u>Projected 3 Months</u>	<u>Projected 9/30/2022</u>	<u>Approved Budget FY 23</u>
Revenues					
Carry Forward Surplus (1)	\$ 270,415	\$ 303,292	\$ -	\$ 303,292	\$ 355,776
Assessments - Tax Collector	\$ 652,885	\$ 654,985	\$ -	\$ 654,985	\$ 652,885
Interest Income	\$ 100	\$ 184	\$ 30	\$ 214	\$ 250
Total Revenues	\$ 979,050	\$ 958,461	\$ 30	\$ 958,491	\$ 1,008,911
Expenditures					
<i>Series 2007A</i>					
Interest 11/1	\$ 176,358	\$ 176,358	\$ -	\$ 176,358	\$ 169,733
Interest 5/1	\$ 176,358	\$ 176,358	\$ -	\$ 176,358	\$ 169,733
Principal 5/1	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ 260,000
Total Expenditures	\$ 602,715	\$ 602,715	\$ -	\$ 602,715	\$ 599,465
EXCESS REVENUES / (EXPENDITURES)	\$ 376,335	\$ 355,746	\$ 30	\$ 355,776	\$ 409,446

(1) Carryforward Surplus is net of reserve fund requirements

11/01/2023 Interest Payment \$ 162,842.5

Net Assessments	\$ 652,885
Discounts & Collections (7.5%)	\$ 52,937
Gross Assessments	\$ 705,822
Square Footage - 780,000	
Net Assesemnts per square ft	\$ 0.837
Gross Assessments per square ft	\$ 0.900

OTC
Community Development District
Series 2007A Special Assessment Bonds
Amortization Schedule

DATE	RATE	PRINCIPAL	INTEREST	TOTAL
11/1/2022	5.30%		\$ 169,733	\$ 596,090
5/1/2023	5.30%	\$ 260,000	\$ 169,733	
11/1/2023	5.30%		\$ 162,843	\$ 592,575
5/1/2024	5.30%	\$ 275,000	\$ 162,843	
11/1/2024	5.30%		\$ 155,555	\$ 593,398
5/1/2025	5.30%	\$ 290,000	\$ 155,555	
11/1/2025	5.30%		\$ 147,870	\$ 593,425
5/1/2026	5.30%	\$ 305,000	\$ 147,870	
11/1/2026	5.30%		\$ 139,788	\$ 592,658
5/1/2027	5.30%	\$ 320,000	\$ 139,788	
11/1/2027	5.30%		\$ 131,308	\$ 591,095
5/1/2028	5.30%	\$ 340,000	\$ 131,308	
11/1/2028	5.30%		\$ 122,298	\$ 593,605
5/1/2029	5.30%	\$ 360,000	\$ 122,298	
11/1/2029	5.30%		\$ 112,758	\$ 595,055
5/1/2030	5.30%	\$ 380,000	\$ 112,758	
11/1/2030	5.30%		\$ 102,688	\$ 595,445
5/1/2031	5.30%	\$ 400,000	\$ 102,688	
11/1/2031	5.30%		\$ 92,088	\$ 594,775
5/1/2032	5.30%	\$ 420,000	\$ 92,088	
11/1/2032	5.30%		\$ 80,958	\$ 593,045
5/1/2033	5.30%	\$ 445,000	\$ 80,958	
11/1/2033	5.30%		\$ 69,165	\$ 595,123
5/1/2034	5.30%	\$ 465,000	\$ 69,165	
11/1/2034	5.30%		\$ 56,843	\$ 591,008
5/1/2035	5.30%	\$ 495,000	\$ 56,843	
11/1/2035	5.30%		\$ 43,725	\$ 595,568
5/1/2036	5.30%	\$ 520,000	\$ 43,725	
11/1/2036	5.30%		\$ 29,945	\$ 593,670
5/1/2037	5.30%	\$ 550,000	\$ 29,945	
11/1/2037	5.30%		\$ 15,370	\$ 595,315
5/1/2038	5.30%	\$ 580,000	\$ 15,370	
11/1/2038				\$ 595,370
		\$ 6,405,000	\$ 3,265,860	\$10,097,218

OTC
Community Development District
Capital Reserve Fund

<u>Description</u>	<u>Adopted Budget FY 22</u>	<u>Actual as of 6/30/2022</u>	<u>Projected 3 Months</u>	<u>Projected 9/30/2022</u>	<u>Approved Budget FY 23</u>
Revenues					
Interest Income	\$ 100	\$ 114	\$ 75	\$ 189	\$ 200
Carry Forward Surplus	\$ 74,907	\$ 39,615	\$ -	\$ 39,615	\$ 39,804
Total Revenues	\$ 75,007	\$ 39,729	\$ 75	\$ 39,804	\$ 40,004
Expenditures					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES / (EXPENDITURES)	\$ 75,007	\$ 39,729	\$ 75	\$ 39,804	\$ 40,004

A.

RESOLUTION 2022-11

THE ANNUAL APPROPRIATION RESOLUTION OF THE OTC COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the OTC Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, has considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be

subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the OTC Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
CAPITAL RESERVE FUND	\$_____
DEBT SERVICE FUND (SERIES 2007A)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within sixty (60) days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2022.

ATTEST:

OTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2022/2023

B.

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OTC COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OTC Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Duval County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the OTC Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to

the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B"**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B"**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B"**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B"**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 13th DAY of JULY, 2022.

ATTEST:

OTC COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

SIXTH ORDER OF BUSINESS

B.

June 26, 2022

Mr. James Perry
OTC Community Development District
Town Center 1 at World Golf Village
475 West Town Place, Suite 114
St. Augustine, FL 32092

**Re: Consulting Engineer's Report, Section 9.21 of the Master Trust Indenture
OTC Community Development District
Fiscal Year 2022
ETM Proj Numb: 06-195**

Dear Mr. Perry:

In accordance with Section 9.21. of the Master Trust Indenture for the 2007A Bonds, we have completed our annual review of the portions of the project within the OTC Community Development District constructed to date. We find these portions have been maintained in good repair. The CDD improvements on CDD property is limited to the two stormwater management facilities.

We have reviewed the Operations and Maintenance budget for fiscal year 2022 and believe it is sufficient for proper maintenance of the OTC Community Development District.

1. Stormwater Ponds

We are not qualified to provide specific insurance recommendations and recommend that the insurance coverage amounts be reviewed by the District Manager annually to confirm the coverages and current replacement costs are appropriate.

If you have any questions, please contact our office.

Sincerely,
ENGLAND, THIMS, AND MILLER, INC.



K.T. Peter Ma, P.E.
Executive Vice President/Shareholder
District Engineer

G:\06-195\Admin\Corr\Consulting Engineer's Report CDD-2021.docx

C.

NOTICE OF MEETINGS
OTC
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the **OTC Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2023** at **10:30 a.m.** at the offices of Riverside Management Services, Inc., 9655 Florida Mining Boulevard, Building 300, Suite 305, Jacksonville, Florida 32257 on the second Wednesday of the following months, unless otherwise indicated:

February 8, 2023
May 10, 2023
July 12, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meetings. Copies of the agendas for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, or by visiting the District's website, www.OTCCDD.com.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meetings with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jim Oliver
District Manager

EIGHTH ORDER OF BUSINESS

A.

OTC

Community Development District

Unaudited Financial Reporting
June 30, 2022



OTC
Community Development District
Combined Balance Sheet
June 30, 2022

	<u>Governmental Fund Types</u>			Totals
	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>(Memorandum Only)</u> 2022
Assets:				
Cash	\$97,964	---	\$39,729	\$137,694
Investments:				
Reserve	---	\$298,045	---	\$298,045
Interest	---	\$1	---	\$1
Revenue	---	\$298,128	---	\$298,128
Sinking	---	\$1	---	\$1
Redemption	---	\$133	---	\$133
Due from General Fund	---	\$24,739	---	\$24,739
Total Assets	<u>\$97,964</u>	<u>\$621,046</u>	<u>\$39,729</u>	<u>\$758,740</u>
Liabilities:				
Due to Debt Service	\$24,739	---	---	\$24,739
Fund Balances:				
Restricted for Debt Service	---	\$621,046	---	\$621,046
Unassigned	\$73,225	---	\$39,729	\$112,955
Total Liabilities and Fund Equity	<u>\$97,964</u>	<u>\$621,046</u>	<u>\$39,729</u>	<u>\$758,740</u>

OTC
Community Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2022

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/22	ACTUAL THRU 6/30/22	VARIANCE
Revenues:				
Assessments-Tax Collector	\$74,525	\$74,525	\$74,765	\$240
Total Revenues	\$74,525	\$74,525	\$74,765	\$240
Expenditures				
<u>Administrative</u>				
Supervisors	\$1,800	\$1,350	\$800	\$550
FICA Expense	\$138	\$103	\$61	\$42
Engineering Fees	\$2,000	\$1,500	\$660	\$840
Attorney Fees	\$7,500	\$5,625	\$2,793	\$2,832
Arbitrage	\$600	\$600	\$600	\$0
Annual Audit	\$3,900	\$3,900	\$3,400	\$500
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$5,825	\$4,369	\$4,288	\$81
Trustee Fees	\$3,600	\$3,600	\$3,500	\$100
Management Fees - GMS	\$35,000	\$26,250	\$26,250	(\$0)
Information Technology	\$1,675	\$1,256	\$1,256	\$0
Website Maintenance	\$825	\$619	\$550	\$69
Telephone	\$50	\$38	\$15	\$22
Postage	\$400	\$300	\$79	\$221
Printing & Binding	\$700	\$525	\$109	\$416
Insurance	\$7,153	\$7,153	\$6,731	\$422
Travel	\$250	\$188	\$0	\$188
Legal Advertising	\$2,000	\$1,500	\$506	\$995
Other Current Charges	\$1,000	\$750	\$154	\$596
Office Supplies	\$100	\$75	\$1	\$74
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$100	\$75	\$0	\$75
Total Administrative Expenses	\$79,791	\$64,950	\$56,928	\$8,022
<u>Maintenance</u>				
Stormwater Maintenance	\$2,448	\$1,836	\$0	\$1,836
Total Maintenance Expenses	\$2,448	\$1,836	\$0	\$1,836
Total Expenditures	\$82,239	\$66,786	\$56,928	\$9,858
Excess Revenues/Expenses	(\$7,714)		\$17,836	
Net Change in Fund Balance	(\$7,714)		\$17,836	
Fund Balance - Beginning	\$0		\$55,389	
Carry Forward Surplus	\$7,714		\$0	
Fund Balance - Ending	\$0		\$73,225	

OTC
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Assessments-Tax Collector	\$0	\$27,848	\$44,093	\$0	\$0	\$592	\$1,529	\$0	\$703	\$0	\$0	\$0	\$74,765
Total Revenues	\$0	\$27,848	\$44,093	\$0	\$0	\$592	\$1,529	\$0	\$703	\$0	\$0	\$0	\$74,765
Expenditures:													
Administrative													
Supervisors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$400	\$0	\$0	\$0	\$800
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$31	\$0	\$0	\$0	\$61
Engineering Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660	\$0	\$0	\$0	\$0	\$660
Attorney Fees	\$453	\$175	\$183	\$205	\$385	\$259	\$178	\$956	\$0	\$0	\$0	\$0	\$2,793
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$600
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$438	\$469	\$469	\$469	\$469	\$469	\$469	\$469	\$569	\$0	\$0	\$0	\$4,288
Trustee Fees	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Management Fees - GMS	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$26,250
Information Technology	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$0	\$0	\$0	\$1,256
Website Maintenance	\$0	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$0	\$0	\$0	\$550
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$15
Postage	\$2	\$3	\$0	\$1	\$26	\$1	\$2	\$21	\$24	\$0	\$0	\$0	\$79
Printing & Binding	\$2	\$0	\$2	\$6	\$3	\$34	\$30	\$1	\$32	\$0	\$0	\$0	\$109
Insurance	\$6,731	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,731
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal Advertising	\$313	\$0	\$0	\$97	\$0	\$0	\$0	\$0	\$97	\$0	\$0	\$0	\$506
Other Current Charges	\$35	\$0	\$25	\$0	\$0	\$7	\$18	\$34	\$34	\$0	\$0	\$0	\$154
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$19,704	\$3,773	\$3,803	\$3,902	\$4,008	\$7,295	\$3,836	\$6,296	\$4,311	\$0	\$0	\$0	\$56,928
Maintenance													
Stormwater Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$19,704	\$3,773	\$3,803	\$3,902	\$4,008	\$7,295	\$3,836	\$6,296	\$4,311	\$0	\$0	\$0	\$56,928
Excess Revenues (Expenditures)	(\$19,704)	\$24,075	\$40,290	(\$3,902)	(\$4,008)	(\$6,703)	(\$2,307)	(\$6,296)	(\$3,608)	\$0	\$0	\$0	\$17,836

OTC
Community Development District
Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending June 30, 2022

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/22	ACTUAL THRU 6/30/22	VARIANCE
Revenues:				
Assessment - On Roll	\$652,885	\$652,885	\$654,985	\$0
Interest Income	\$100	\$100	\$184	\$84
Total Revenues	\$652,985	\$652,985	\$655,169	\$84
Expenditures				
<i>Series 2007</i>				
Interest Expense - 11/1	\$176,358	\$176,358	\$176,358	\$0
Interest Expense - 5/1	\$176,358	\$176,358	\$176,358	\$0
Principal Expense - 5/1	\$250,000	\$250,000	\$250,000	\$0
Total Expenditures	\$602,715	\$602,715	\$602,715	\$0
Excess Revenues (Expenditures)	\$50,270		\$52,454	
Fund Balance - Beginning	\$323,665		\$568,593	
Fund Balance - Ending	\$373,935		\$621,046	

OTC
Community Development District
Capital Reserve Fund
Statement of Revenues & Expenditures
For The Period Ending June 30, 2022

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/22	ACTUAL THRU 6/30/22	VARIANCE
Revenues:				
Interest - SBA	\$100	\$100	\$114	\$14
Total Revenues	\$100	\$100	\$114	\$14
Expenditures				
Capital Outlay	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$100		\$114	
Net Change in Fund Balance	\$100		\$114	
Fund Balance - Beginning	\$81,131		\$39,615	
Fund Balance - Ending	\$81,231		\$39,729	

OTC
Community Development District
Long Term Debt Report

Series 2007A Special Assessments Bonds	
Interest Rate:	5.33%
Maturity Date:	5/1/2038
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$298,045.00
Reserve Fund Balance:	\$298,045.00
Bonds outstanding - 9/30/2013	\$8,850,000
Less: November 1, 2013 (Special Call)	(\$15,000)
Less: May 1, 2014 (Mandatory)	(\$175,000)
Less: November 1, 2014 (Special Call)	(\$15,000)
Less: May 1, 2015 (Mandatory)	(\$230,000)
Less: November 1, 2015 (Special Call)	(\$15,000)
Less: May 2, 2016 (Mandatory)	(\$210,000)
Less: November 1, 2016 (Special Call)	(\$20,000)
Less: May 1, 2017 (Mandatory)	(\$215,000)
Less: November 1, 2017 (Special Call)	(\$230,000)
Less: May 1, 2018 (Mandatory)	(\$210,000)
Less: May 1, 2019 (Mandatory)	(\$225,000)
Less: May 1, 2020 (Mandatory)	(\$235,000)
Less: May 1, 2020 (Special Call)	(\$140,000)
Less: November 1, 2020 (Special Call)	(\$20,000)
Less: May 1, 2021 (Mandatory)	(\$235,000)
Less: May 1, 2021 (Special Call)	(\$5,000)
Less: May 1, 2022 (Mandatory)	(\$250,000)
Current Bonds Outstanding	\$6,405,000

B.

**OTC COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FY2022 ASSESSMENT RECEIPTS**

TOTAL TAX ROLL	# UNITS ASSESSED	DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE TAX ROLL	780,000	652,885.01	74,525.00	727,410.01

SUMMARY TAX ROLL COLLECTIONS				
DUVAL COUNTY DISTRIBUTION	TOTAL RECEIVED	SERIES 2007 DEBT RECEIVED	O&M RECEIVED	DATE RECEIVED
1	-	-	-	11/10/21
2	271,811.80	243,963.99	27,847.81	11/19/21
3	-	-	-	12/06/21
4	192,952.02	173,183.60	19,768.42	12/08/21
5	4,669.94	4,191.49	478.45	12/09/21
6	232,752.71	208,906.60	23,846.11	12/22/21
7	-	-	-	01/11/22
8	-	-	-	01/21/22
9	-	-	-	02/09/22
10	-	-	-	03/07/22
11	5,779.05	5,186.97	592.08	03/23/22
12	10,054.98	9,024.82	1,030.16	04/07/22
13	4,864.52	4,366.14	498.38	04/21/22
14	-	-	-	05/05/22
15	-	-	-	06/03/22
TAX CERTS	6,864.33	6,161.06	703.27	06/16/22
		-	-	
		-	-	
		-	-	
		-	-	
TOTAL COUNTY DISTRIB.	729,749.35	654,984.67	74,764.68	

BALANCE DUE	(2,339.34)	(2,099.66)	(239.68)	
--------------------	-------------------	-------------------	-----------------	--

% COLLECTED	100.3%
--------------------	---------------

C.

1.

OTC
Community Development District

Check Run Summary

from 5/1/22 thru 5/31/22

Fund	Date	Check Numbers	Amount
General Fund			
Payroll		50029-50030	\$ 369.40
		Subtotal	<u>\$ 369.40</u>
Accounts Payable			
	5/5/22	744	\$ 3,615.53
	5/19/22	745-746	\$ 777.50
		Subtotal	<u>\$ 4,393.03</u>
Total			\$ 4,762.43

PR300R

PAYROLL CHECK REGISTER

RUN 5/19/22 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50029	3	KURT R VONDEROSTEN	184.70	5/19/2022
50030	1	ROCKWELL A. MORRIS	184.70	5/19/2022
TOTAL FOR REGISTER			369.40	

OTC OAKLEAF

DLAUGHLIN

Attendance Sheet

District Name: OTC CDD

Board Meeting Date: May 11, 2022

	Name	In Attendance	Fee
1	Michelle Piece <i>Chairperson</i>	<input checked="" type="checkbox"/>	No
2	Rose Bock <i>Vice Chairman</i>	<input type="checkbox"/>	YES - \$200
3	Rocky Morris <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Kurt von der Osten <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	VACANT	<input type="checkbox"/>	

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

DocuSigned by:

D1BA5E5E7410418...
 District Manager Signature

5/14/2022

 Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/05/22	00002	5/01/22	211	202205	310	51300	34000		MAY MANAGEMENT FEES	*	2,916.67		
		5/01/22	211	202205	310	51300	35100		MAY WEBSITE ADMIN	*	68.75		
		5/01/22	211	202205	310	51300	35100		MAY INFORMATION TECH	*	139.58		
		5/01/22	211	202205	310	51300	31400		MAY DISSEM AGENT SERVICES	*	468.75		
		5/01/22	211	202205	310	51300	51000		OFFICE SUPPLIES	*	.03		
		5/01/22	211	202205	310	51300	42000		POSTAGE	*	21.15		
		5/01/22	211	202205	310	51300	42500		COPIES	*	.60		

GOVERNMENTAL MANAGEMENT SERVICES												3,615.53	000744
5/19/22	00013	5/13/22	22600	202205	310	51300	31600		ARBIT SE2007A FYE2/28/22	*	600.00		

GRAU AND ASSOCIATES												600.00	000745
5/19/22	00030	5/08/22	2155	202204	310	51300	31500		APR GENERAL COUNSEL	*	177.50		

KE LAW GROUP												177.50	000746

TOTAL FOR BANK A												4,393.03	
TOTAL FOR REGISTER												4,393.03	

OTC OAKLEAF OKUZMUK

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 211
Invoice Date: 5/1/22
Due Date: 5/1/22
Case:
P.O. Number:

Bill To:

OTC CDD
475 West Town Place
St. Augustine, FL 32092

2A

Description	Hours/Qty	Rate	Amount
Management Fees - May 2022 1.310.573.340		2,916.67	2,916.67
Website Administration - May 2022 1.310.573.357		68.75	68.75
Information Technology - May 2022 1.310.573.357		139.58	139.58
Dissemination Agent Services - May 2022 1.310.573.314		468.75	468.75
Office Supplies 1.310.573.510		0.03	0.03
Postage 1.310.573.420		21.15	21.15
Copies 1.310.573.425		0.60	0.60

Total \$3,615.53

Payments/Credits \$0.00

Balance Due \$3,615.53

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

OTC Community Development District
1001 Bradford Way
Kingston, TN 37763

Invoice No. 22600
Date 05/13/2022

SERVICE	AMOUNT
Project: Arbitrage - Series 2007A FYE 2/28/2022	
Arbitrage Services	
Arbitrage	
Arbitrage	\$ 600.00
	Subtotal: 600.00
	Total 600.00
	Current Amount Due \$ 600.00

1.310.513.316

13A

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.



INVOICE

Invoice # 2155
Date: 05/08/2022
Due On: 06/07/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

OTC CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

OTCDD-01

OTC - GENERAL COUNSEL/MONTHLY MEETING

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	04/12/2022	Review and provide comments to 2022 audit.	0.50	\$285.00	\$142.50
Service	JK	04/22/2022	Confirm auditor response letter and review same	0.10	\$350.00	\$35.00
Total						\$177.50

Detailed Statement of Account

1,310,513.315
30A

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2155	06/07/2022	\$177.50	\$0.00	\$177.50
Outstanding Balance				\$177.50
Total Amount Outstanding				\$177.50

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

2.

OTC
Community Development District

Check Run Summary

from 6/1/22 thru 6/30/22

Fund	Date	Check Numbers	Amount
General Fund			
Payroll		50031-50032	\$ 369.40
		Subtotal	<u>\$ 369.40</u>
Accounts Payable			
	6/9/22	747	\$ 3,649.44
	6/16/22	748-749	\$ 196.50
	6/23/22	750-751	\$ 1,616.00
		Subtotal	<u>\$ 5,461.94</u>
Total			\$ 5,831.34

PR300R

PAYROLL CHECK REGISTER

RUN 6/24/22 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50031	1	ROCKWELL A. MORRIS	184.70	6/24/2022
50032	2	ROSE S. BOCK	184.70	6/24/2022
TOTAL FOR REGISTER			369.40	

OTC OAKLEAF

DLAUGHLIN

Attendance Sheet

District Name: OTC CDD

Board Meeting Date: June 17, 2022 Special Meeting

	Name	In Attendance	Fee
1	Michelle Piece <i>Chairperson</i>	<input checked="" type="checkbox"/>	No
2	Rose Bock <i>Vice Chairman</i>	<input checked="" type="checkbox"/>	YES - \$200
3	Rocky Morris <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Kurt von der Osten <i>Assistant Secretary</i>	<input type="checkbox"/>	YES - \$200
5	VACANT	<input type="checkbox"/>	

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

DocuSigned by:

 District Manager Signature

6/21/2022

 Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/09/22	00002	6/01/22	212	202206	310	51300	34000		JUN MANAGEMENT FEES	*	2,916.67		
6/01/22		212		202206	310	51300	35100		JUN WEBSITE ADMIN	*	68.75		
6/01/22		212		202206	310	51300	35100		JUN INFORMATION TECH	*	139.58		
6/01/22		212		202206	310	51300	31400		JUN DISSEM AGENT SERVICES	*	468.75		
6/01/22		212		202206	310	51300	51000		OFFICE SUPPLIES	*	.15		
6/01/22		212		202206	310	51300	42000		POSTAGE	*	23.89		
6/01/22		212		202206	310	51300	42500		COPIES	*	31.65		
GOVERNMENTAL MANAGEMENT SERVICES											3,649.44	000747	
6/16/22	00026	6/10/22	7	202206	310	51300	31400		SE2007 PREPAY AMORT5/1/22	*	100.00		
DISCLOSURE SERVICES LLC											100.00	000748	
6/16/22	00010	6/09/22	22-03693	202206	310	51300	48000		NOTICE OF MEETING 6/9/22	*	96.50		
JACKSONVILLE DAILY RECORD											96.50	000749	
6/23/22	00004	6/07/22	203187	202205	310	51300	31100		MAY PROFESSIONAL SERVICES	*	660.00		
ENGLAND, THIMS & MILLER, INC.											660.00	000750	
6/23/22	00030	6/15/22	2855	202205	310	51300	31500		MAY GENERAL COUNSEL	*	956.00		
KE LAW GROUP											956.00	000751	
TOTAL FOR BANK A											5,461.94		
TOTAL FOR REGISTER											5,461.94		

OTC OAKLEAF OKUZMUK

Governmental Management Services, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 212
Invoice Date: 6/1/22
Due Date: 6/1/22
Case:
P.O. Number:

Bill To:
 OTC CDD
 475 West Town Place
 St. Augustine, FL 32092

21A

Description	Hours/Qty	Rate	Amount
Management Fees - June 2022 1.310.513.340		2,916.67	2,916.67
Website Administration - June 2022 1.310.513.357		68.75	68.75
Information Technology - June 2022 1.310.513.357		139.58	139.58
Dissemination Agent Services - June 2022 1.310.513.314		468.75	468.75
Office Supplies 1.310.513.510		0.15	0.15
Postage 1.310.513.420		23.89	23.89
Copies 1.310.513.425		31.65	31.65

Total \$3,649.44

Payments/Credits \$0.00

Balance Due \$3,649.44

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
6/10/2022	7

Bill To
OTC CDD c/o GMS, LLC

Terms	Due Date
Net 30	7/10/2022

26A
1,310,573,314

Description	Amount
Amortization Schedule Series 2007 5-1-22 Prepay \$5,000	100.00

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

June 9, 2022

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

10A
1,310.513.48D

Payment Due Upon Receipt

Serial # 22-03693D PO/File # _____ \$96.50

Notice of Meeting of the Board of Supervisors

Amount Due

Amount Paid

OTC Community Development District

\$96.50

Payment Due

Case Number _____

*For your convenience, you
may remit payment at
<https://www.jaxdailyrecord.com/send-payment>.*

Publication Dates 6/9

County Duval

*Payment is due before
the Proof of Publication
is released.*

*If payment is being mailed,
please reference the Serial #
from this invoice on your
check or remittance advice.*

Your notice can be found at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**NOTICE OF SPECIAL
MEETING OF THE BOARD
OF SUPERVISORS OF THE
OTC COMMUNITY
DEVELOPMENT DISTRICT**

Notice is hereby given that a special meeting of the Board of Supervisors of the OTC Community Development District ("District") is scheduled for Friday, June 17, 2022 at 2:00 p.m. at the offices of Riverside Management Services, Inc., 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257 to discuss financing matters and consider any business that may properly come before the Board.

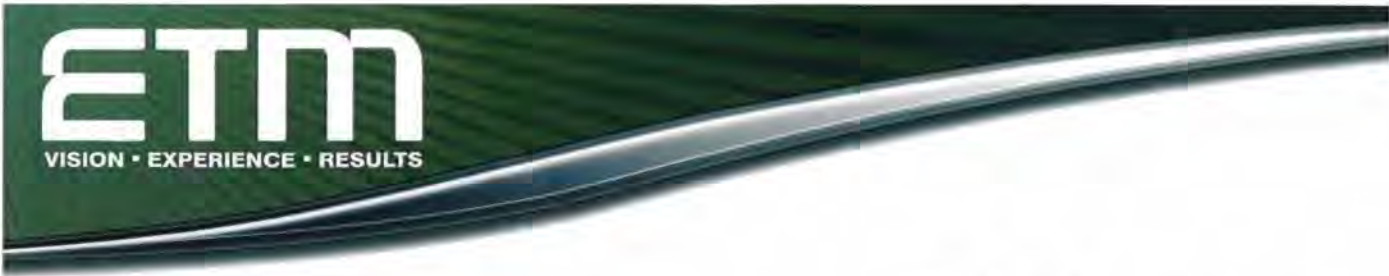
The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the office of the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, or on the District's website, www.otccdd.com. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James Oliver
District Manager

Jun. 9 00 (22-03693D)



OTC CDD
 c/o GMS, LLC
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

June 07, 2022
 Project No: 06195.09000
 Invoice No: 0203187

Project 06195.09000 OTC CDD WA#9 State Mandated Storm Water Need Analysis (20 years)

Professional Services rendered through May 31, 2022

Task 01 Storm Water Analysis

Professional Personnel

	Hours	Rate	Amount	
Engineer				
Keller, Lyndsay	5/14/2022	4.00	165.00	660.00
Totals		4.00		660.00
Total Labor				660.00

	Current	Prior	To-Date	
Total Billings	660.00	0.00	660.00	
Contract Limit			6,000.00	
Remaining			5,340.00	
			Total this Task	\$660.00

Task XP Expenses **Total this Task 0.00**

Invoice Total this Period \$660.00

OTC - GENERAL			6/23/20
VENDOR NUMBER/NAME:	4 ENGLAND, THIMS & MILLER, INC.		CHECK #: 0007
INV DATE	AMOUNT	DISCOUNT	NET
20220607 203187	660.00		660.00 MAY PROFESSIONAL SERV

TOTAL \$660.00



INVOICE

Invoice # 2855
Date: 06/15/2022
Due On: 07/15/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

OTC CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

OTCDD-01

OTC - GENERAL COUNSEL/MONTHLY MEETING

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	05/03/2022	Review TA and provide comments; confer re: refunding bonds status; review budget resolution and confer re: notices and appropriation resolution; confer re: status of budget/assessment levels	0.60	\$350.00	\$210.00
Service	MG	05/03/2022	Draft budget notice and budget approval resolution	0.50	\$170.00	\$85.00
Service	MG	05/04/2022	Draft annual appropriations resolution	0.20	\$170.00	\$34.00
Service	GK	05/06/2022	Review and analyze meeting materials relating to agreement for underwriting services, designation of officers, change of registered agent, fiscal year 2021 audit report, proposed budget for fiscal year 2023, amendment agreement with GMS for District Management Services.	1.80	\$0.00	\$0.00
Service	JK	05/11/2022	Prepare for and attend Board meeting	0.70	\$350.00	\$245.00
Service	JK	05/23/2022	Review/edit appropriation and assessment resolution and refinancing terms sheet	0.80	\$350.00	\$280.00
Service	MG	05/24/2022	Draft Appropriations and Assessment Resolutions	0.60	\$170.00	\$102.00

Total \$956.00

*1,310.513,315
30A*

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2855	07/15/2022	\$956.00	\$0.00	\$956.00
Outstanding Balance				\$956.00
Total Amount Outstanding				\$956.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.