Firethorn

Community Development District

Meeting Agenda
November 6, 2025

JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900

FIRETHORN
Community Development District

LOCATION: ***Artisan Lakes Clubhouse***
4725 Los Robles Court
Palmetto, Florida 34221

DATE: ***November 6, 2025***

TIME: ***2:30 PM***

MEETING AGENDA

Board of Supervisors
Josh Tepper, Chairman
Tina Golub, Vice Chairman
Matt Sawyer, Assistant Secretary
Michael Piendel, Assistant Secretary
Corrin Godlevske, Assistant Secretary

James P. Ward, District Manager
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
JimWard@JPWardAssociates.com
Phone: (954) 658-4900

The Public is provided with two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: https://districts.webex.com/districts/j.php?MTID=mde92ff05b4b3c2d44cf7d6866b33605e
- ✓ Phone: (408) 444-9388 Code: 2341 554 0407 Event Password Jpward

NOVEMBER, 2025

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AGENDA

1. Call to Order & Roll Call

2. Minutes:
   I. August 7, 2025 – Regular Meeting.

Pages 7-12

3. Consideration of **Resolution 2026-1**, a Resolution of the Firethorn Community Development District Amending and Restating, in its entirety, Resolution No. 2025-25 Adopted on August 7, 2025 Authorizing the issuance of not exceeding $20,000,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2025, the proceeds of which will be applied to finance a portion of the cost of a series project consisting of certain Public Infrastructure and Facilities benefiting certain District Lands, paying a portion of the interest coming due on the Series 2025 Bonds, Funding the applicable Series Reserve Account for the Series 2025 Bonds, And Paying Costs Of Issuance Of The Series 2025 Bonds, as more fully described herein; reaffirming the form of Master Trust Indenture and approving the form of a First Supplemental Trust Indenture In Connection With The Series 2025 Bonds and authorizing the execution thereof; ratifying the appointment of a Trustee, Paying Agent and Bond Registrar for the Series 2025 Bonds; Providing for redemption of the Series 2025 Bonds; Authorizing the application of the proceeds of the Series 2025 Bonds; approving the form, and authorizing execution, of a Bond Purchase Contract providing for the negotiated sale of the Series 2025 Bonds; Delegating to the Chairperson or Vice-Chairperson, or in their absence any member of the Board Of Supervisors, the authority to award the Series 2025 Bonds within the parameters specified herein; approving the form, and authorizing the use, of a Preliminary Limited Offering Memorandum for the Series 2025 Bonds; Approving the distribution of a final Limited Offering Memorandum for the Series 2025 Bonds and the execution thereof; approving the form, and authorizing execution, of a Continuing Disclosure Agreement; authorizing preparation of Preliminary and Final Supplemental Assessment Methodology Reports and a supplement to the Master Engineer's Report and the use of such reports in the Preliminary Limited Offering Memorandum And Final Limited Offering Memorandum, as applicable, for the Series 2025 Bonds; providing for miscellaneous matters and authority; providing for severability; and providing an effective date.

Pages 13-225

4. Consideration of **Resolution 2026-2**, a Resolution Amending and Restating Supplemental Assessment Resolution with Delegation of Authority – 2025 Bonds, a Resolution Setting Forth the Specific Terms of the District's Capital Improvement Revenue Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update3 this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date.

Pages 226-241

AGENDA

5. Consideration of **Resolution 2026-3**, a Resolution of the Policy of the Firethorn Community Development District Board of Supervisors Authorizing the Adoption of the Statewide Mutual Aid Agreement and Providing for an Effective Date.

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6. Staff Reports.
   - I. District Attorney
   - II. District Engineer
   - III. District Asset Manager
   - IV. District Manager
     a) Annual Ethics Training Reminder – due before December 31, 2025.
     b) Financial Statements for period ending July 31, 2025 (unaudited).
     c) Financial Statements for period ending August 31, 2025 (unaudited).
     d) Financial Statements for period ending September 30, 2025 (unaudited).

Pages 259-278

7. Supervisors Requests.

8. Public Comments

9. Adjournment

Meeting Schedule – FY 2026

Thursday, October 2, 2025	**Thursday, November 6, 2025**
Thursday, December 4, 2025	**Thursday, January 1, 2026 NO MEETING**
Thursday, February 5, 2026	**Thursday, March 5, 2026**
Thursday, April 2, 2026	**Thursday, May 7, 2026**
Thursday, June 4, 2026	**Thursday, July 2, 2026 NO MEETING**
Thursday, August 6, 2026	**Thursday, September 3, 2026**

AGENDA

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

Item 2: Minutes – August 7, 2025 – Regular Meeting.

Item 3: Consideration of **Resolution 2026-1**, a Resolution of the Firethorn Community Development District Amending and Restating, in its entirety, Resolution No. 2025-25 Adopted on August 7, 2025 Authorizing the issuance of not exceeding $20,000,000 in aggregate principal amount of its Capital Improvement Revenue Bonds, Series 2025, the proceeds of which will be applied to finance a portion of the cost of a series project consisting of certain Public Infrastructure and Facilities benefiting certain District Lands, paying a portion of the interest coming due on the Series 2025 Bonds, Funding the applicable Series Reserve Account for the Series 2025 Bonds, And Paying Costs Of Issuance Of The Series 2025 Bonds, as more fully described herein; reaffirming the form of Master Trust Indenture and approving the form of a First Supplemental Trust Indenture In Connection With The Series 2025 Bonds and authorizing the execution thereof; ratifying the appointment of a Trustee, Paying Agent and Bond Registrar for the Series 2025 Bonds; Providing for redemption of the Series 2025 Bonds; Authorizing the application of the proceeds of the Series 2025 Bonds; approving the form, and authorizing execution, of a Bond Purchase Contract providing for the negotiated sale of the Series 2025 Bonds; Delegating to the Chairperson or Vice-Chairperson, or in their absence any member of the Board Of Supervisors, the authority to award the Series 2025 Bonds within the parameters specified herein; approving the form, and authorizing the use, of a Preliminary Limited Offering Memorandum for the Series 2025 Bonds; Approving the distribution of a final Limited Offering Memorandum for the Series 2025 Bonds and the execution thereof; approving the form, and authorizing execution, of a Continuing Disclosure Agreement; authorizing preparation of Preliminary and Final Supplemental Assessment Methodology Reports and a supplement to the Master Engineer's Report and the use of such reports in the Preliminary Limited Offering Memorandum And Final Limited Offering Memorandum, as applicable, for the Series 2025 Bonds; providing for miscellaneous matters and authority; providing for severability; and providing an effective date.

Item 4: Consideration of **Resolution 2026-2**, a Resolution Amending and Restating Supplemental Assessment Resolution with Delegation of Authority – 2025 Bonds, a Resolution Setting Forth the Specific Terms of the District's Capital Improvement Revenue Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and

Update3 this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date..

Item 5: Consideration of **Resolution 2026-3**, a Resolution of the Policy of the Firethorn Community Development District Board of Supervisors Authorizing the Adoption of the Statewide Mutual Aid Agreement (SMAA) and Providing for an Effective Date.

By entering into the SMAA, the District will enhance its preparedness for Major Disasters, with resource availability through the Florida Division of Emergency Management, and the ability to request aid from participating parties during emergencies of disasters that may exceed the Districts response capabilities, fostering a collaborative statewide approach to disaster management.

Item 6: Staff Reports: - Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

MINUTES OF MEETING
FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Firethorn Community Development District was held on Thursday, August 7, 2025, at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221. The meeting began at 2:30 p.m. and was presided over by Josh Tepper, Chairperson, and James P. Ward, as Secretary.

Present:

Josh Tepper	Chairperson
Tina Golub	Vice Chairperson
Matt Sawyer	Assistant Secretary
Corrin Godlevske	Assistant Secretary

Absent:

Mike Piendel	Assistant Secretary

Also present were:

James P. Ward	JPWard & Associates
Jere Earlywine	District Attorney
Victor Barbosa	District Engineer
Sara Zare	MBS Capital Markets

Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.

FIRST ORDER OF BUSINESS **Call to Order**

Mr. James P. Ward called the meeting to order at approximately 2:30 p.m. He reported that all Members of the Board were present, with the exception of Supervisor Piendel, constituting a quorum.

SECOND ORDER OF BUSINESS **Consideration of Minutes**

June 11, 2025 – Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections, or deletions to the Minutes; hearing none, he called for a motion.

DRAFT

On MOTION made by Matt Sawyer, seconded by Corrin Godlevske, and with all in favor, the June 11, 2025 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS Consideration of Resolution 2025-35

Consideration of Resolution 2025-35, a Resolution Of The Firethorn Community Development District Authorizing The Issuance Of Not Exceeding $10,000,000 In Aggregate Principal Amount Of Its Capital Improvement Revenue Bonds, Series 2025, The Proceeds Of Which Will Be Applied To Finance A Portion Of The Cost Of A Series Project Consisting Of Certain Public Infrastructure And Facilities Benefiting Certain District Lands, Paying A Portion Of The Interest Coming Due On The Series 2025 Bonds, Funding The Applicable Series Reserve Account For The Series 2025 Bonds, And Paying Costs Of Issuance Of The Series 2025 Bonds, As More Fully Described Herein; Reaffirming The Form Of Master Trust Indenture And Approving The Form Of A First Supplemental Trust Indenture In Connection With The Series 2025 Bonds And Authorizing The Execution Thereof; Ratifying The Appointment Of A Trustee, Paying Agent And Bond Registrar For The Series 2025 Bonds; Providing For Redemption Of The Series 2025 Bonds; Authorizing The Application Of The Proceeds Of The Series 2025 Bonds; Approving The Form, And Authorizing Execution, Of A Bond Purchase Contract Providing For The Negotiated Sale Of The Series 2025 Bonds; Delegating To The Chairperson Or Vice-Chairperson, Or In Their Absence Any Member Of The Board Of Supervisors, The Authority To Award The Series 2025 Bonds Within The Parameters Specified Herein; Approving The Form, And Authorizing The Use, Of A Preliminary Limited Offering Memorandum For The Series 2025 Bonds; Approving The Distribution Of A Final Limited Offering Memorandum For The Series 2025 Bonds And The Execution Thereof; Approving The Form, And Authorizing Execution, Of A Continuing Disclosure Agreement; Authorizing Preparation Of Preliminary And Final Supplemental Assessment Methodology Reports And A Supplement To The Master Engineer's Report And The Use Of Such Reports In The Preliminary Limited Offering Memorandum And Final Limited Offering Memorandum, As Applicable, For The Series 2025 Bonds; Providing For Miscellaneous Matters And Authority; Providing For Severability; And Providing An Effective Date.

Mr. Ward stated the primary purpose of your meeting today is to consider two resolutions related to the issuance of your Series 2025 bonds. The first is Resolution 2025-35, which is what we primarily call a Delegation Award Resolution. Generally, your bond council (Denise Ganz) does this for us, but she is on a plane, at the moment, and gave me cliff notes for me to review with all of you:

Resolution No. 2025-35

<u>Background</u>

- *The District has previously authorized its bonds to be issued in one or more series over time to finance a portion of the public capital improvement plan for the development in the District (the "CIP").*

DRAFT

- *The CIP is described in the Master Engineer's Report prepared by the District's consulting engineers and previously approved by the District as part of its assessment proceedings.*
- *The District's bonds have been judicially validated and it is now appropriate to move forward to accomplish the issuance of the District's first series of bonds, designated as "Capital Improvement Revenue Bonds, Series 2025" (the "Series 2025 Bonds"), to fund a portion of the CIP (the "Series 2025 Project").*
- *The Series 2025 Project is described in the First Supplemental Engineer's Report prepared by the District's consulting engineers and is, generally, the portion of the CIP needed to develop approximately 544 residential units.*
- *By adopting Resolution 2025-35, the District enables its financing team to move forward, without further Board action, to accomplish the marketing, sale and issuance of the Series 2025 Bonds, which is anticipated to occur in early September 2025.*

Summary

Resolution No. 2025-35 (the "Resolution") accomplishes the following principal matters:

- *Authorizes and approves the Series 2025 Project (Section 3A).*
- *Authorizes the execution and delivery of the master trust indenture, substantially in the form previously approved by the Board, and ratifies and approves the appointment of U.S. Bank Trust Company, National Association as trustee for the Series 2025 Bonds (Section 3A).*
- *Authorizes the issuance of the Series 2025 Bonds in the aggregate principal amount of not exceeding $10 million, subject to the parameters in Section 6 of the Resolution (the "Parameters") and authorizes the use of the proceeds of the Series 2025 Bonds (Section 3B and Section 5).*
- *Approves the execution and delivery of a First Supplemental Trust Indenture relating to the Series 2025 Bonds and approves that document, substantially in the form attached to the Resolution (Section 3B).*
- *Authorizes the execution and delivery of the Series 2025 Bonds, substantially in the form attached to the First Supplemental Trust Indenture (Section 3B).*
- *Provides for certain redemption provisions relating to the Series 2025 Bonds (Section 4).*
- *Makes certain related findings and authorizes the delegated, negotiated sale of the Series 2025 Bonds to MBS Capital Markets, LLC, as underwriter, subject to the Parameters (Section 6).*
- *Authorizes (i) the use by the underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached to the Resolution, (ii) the preparation of a final Limited Offering Memorandum for use by the underwriter, and (iii) certain related matters (Section 7).*
- *Authorizes the execution and delivery of a continuing disclosure agreement relating to the Series 2025 Bonds, substantially in the form attached to the Resolution (Section 8).*
- *Authorizes the use in the Preliminary Limited Offering Memorandum and final Limited Offering Memorandum of the master and supplemental engineer's reports prepared by the District's consulting engineers and the master and supplemental assessment reports prepared by the District's assessment consultant (Section 9).*
- *Provides for miscellaneous authorization to accomplish the issuance of the Series 2025 Bonds (Section 10).*

DRAFT

Mr. Ward: That's a lot of words, but the Resolution itself is relatively long, so it's not going to be read into the record. Are there any questions regarding this Resolution? I'd be glad to entertain them. Hearing none, a motion to approve the resolution is in order.

On MOTION made by Josh Tepper, seconded by Corrin Godlevske, and with all in favor, Resolution 2025-35 was approved.

FOURTH ORDER OF BUSINESS Consideration of Resolution 2025-36

Consideration of Resolution 2025-36, a Resolution Setting Forth The Specific Terms Of The District's Capital Improvement Revenue Bonds, Series 2025; Making Certain Additional Findings And Confirming and/or Adopting An Engineer's Report And A Supplemental Assessment Report; Delegating Authority To Prepare Final Reports And Update This Resolution; Confirming The Maximum Assessment Lien Securing The Bonds; Addressing The Allocation And Collection Of The Assessments Securing The Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing For The Supplementation Of The Improvement Lien Book; And Providing For Conflicts, Severability And An Effective Date.

Mr. Ward: Item four on your agenda is Resolution 2025-36, which is from Jere and since Jere is on the phone, I'll ask that he take a few moments and go through that Resolution with the board.

Jere Earlywine, District Attorney: Thanks so much Jim. Just really straightforward, this is the same resolution you guys have seen when we've authorized other bond issuances. We call it a Delegated Assessment Resolution just like Denise's Resolution (2025-35), which delegates authority to the Chair for the district to go forth and issue bonds within certain parameters. What this resolution does is it basically delegates the authority for staff to move forward with pricing and once the pricing is done to update the assessment report, and reattach it to a resolution, basically creating a final record of what the assessment levy is, i.e., that the assessments match up with the final price on the bonds. So that's the point of the resolution is essentially acts as your final record of your assessment lead and we're looking for motion to approve that resolution and authorized the chair to sign it.

Jim Ward: Are there any questions on this resolution? If not, a motion to adopt is in order.

On MOTION made by Josh Tepper, seconded by Tina Golub, and with all in favor, Resolution 2025-36 was approved.

Jere Earlywine, District Attorney: Jim I did see in the agenda where there's some of our issuer's council documents in the back there. There's a completion agreement, collateral assignment agreement, true-up agreement, and declaration. Did you want me to touch on those briefly and take a motion on those? I'd be happy to do that if that's helpful to you.

DRAFT

Jim Ward: I thought they were exhibits to Resolution 2025-36, Jere.

Jere Earlywine, District Attorney: Okay, yeah, they are - so I'll just briefly touch on them. So, in connection with the bond issuance, there's like about a half dozen documents that we have signed by the District and or the developer and they kind of fall in, there's agreements and then there's some notices. So real briefly, there's a completion agreement which obligates the Developer to finish the Phase One improvements to the extent that we run out of bond money. That's the completion agreement. There's also a collateral assignment agreement which pledges the development rights in connection with the project in the event of a default. The third agreement is a true up agreement which basically says, you know, the Developer is going to develop the planned number of lots and if there's a shortfall in the number lots, then the Landowner owes essentially the difference between, what the actual assessments are levied on the existing lots and then pays essentially the assessments on those missing lots. That's kind of how the true-up works. So, if you had like 300 lots planned and you only delivered 290, then they owe the data assessments on the missing ten lots. There's a notice of assessments, and there's a disclosure of public finance. Those are essentially disclosures letting us know about that and letting the public know about the bond issuance. And I think, I think that's the balance of the documents there. So, if Jim feels like it's appropriate, I'd take a motion to approve those in substantial form.

Jim Ward: A motion to approve would be in order.

On MOTION made by Josh Tepper, seconded by Tina Golub, and with all in favor, the authorization documents related to Resolution 2025-36, were approved.

FIFTH ORDER OF BUSINESS Staff Reports

I. District Attorney

Mr. Earlywine stated that was all he had but didn't know if you all want to get an update from Sara on the timing, but otherwise we're just working to make sure we're ready to make payment as soon as the bonds are issued.

II. District Engineer

Mr. Barbosa: I think we discussed this last time before the process of doing the certifications for the Phase One A improvements and conveying this to County, obviously those need to be run through the District so I'm working with Kutak Rock to acquire those improvements and then we will certify with the team again.

Jim Ward: If there are any questions, I'm happy to answer them. There were none.

DRAFT

III. District Manager

a) Board Meeting Dates for Balance of Fiscal Year 2025-2026

No report.

b) Financial Statements for the period ending June 30, 2025 (unaudited).

No report.

SIXTH ORDER OF BUSINESS **Supervisor's Requests**

Mr. Ward asked if there were any Supervisor's Requests; there were none.

SEVENTH ORDER OF BUSINESS **Public Comments**

Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes

There were no public comments. There were no members of the public present.

EIGHTH ORDER OF BUSINESS **Adjournment**

Mr. Ward adjourned the meeting at approximately 2:44 p.m.

On MOTION made by Josh Tepper seconded by Tina Golub, and with all in favor, the Meeting was adjourned.

Firethorn Community Development District

_____ _____

James P. Ward, Secretary Josh Tepper, Chairperson

DRAFT

RESOLUTION NO. 2026-1

A RESOLUTION OF THE FIRETHORN COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING, IN ITS ENTIRETY, RESOLUTION NO. 2025-25 ADOPTED ON AUGUST 7, 2025 AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $20,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025, THE PROCEEDS OF WHICH WILL BE APPLIED TO FINANCE A PORTION OF THE COST OF A SERIES PROJECT CONSISTING OF CERTAIN PUBLIC INFRASTRUCTURE AND FACILITIES BENEFITING CERTAIN DISTRICT LANDS, PAYING A PORTION OF THE INTEREST COMING DUE ON THE SERIES 2025 BONDS, FUNDING THE APPLICABLE SERIES RESERVE ACCOUNT FOR THE SERIES 2025 BONDS, AND PAYING COSTS OF ISSUANCE OF THE SERIES 2025 BONDS, AS MORE FULLY DESCRIBED HEREIN; REAFFIRMING THE FORM OF MASTER TRUST INDENTURE AND APPROVING THE FORM OF A FIRST SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE SERIES 2025 BONDS AND AUTHORIZING THE EXECUTION THEREOF; RATIFYING THE APPOINTMENT OF A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2025 BONDS; PROVIDING FOR REDEMPTION OF THE SERIES 2025 BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2025 BONDS; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A BOND PURCHASE CONTRACT PROVIDING FOR THE NEGOTIATED SALE OF THE SERIES 2025 BONDS; DELEGATING TO THE CHAIRPERSON OR VICE-CHAIRPERSON, OR IN THEIR ABSENCE ANY MEMBER OF THE BOARD OF SUPERVISORS, THE AUTHORITY TO AWARD THE SERIES 2025 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE SERIES 2025 BONDS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE SERIES 2025 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING PREPARATION OF PRELIMINARY AND FINAL SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORTS AND A SUPPLEMENT TO THE MASTER ENGINEER'S REPORT AND THE USE OF SUCH REPORTS IN THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM, AS APPLICABLE, FOR THE SERIES 2025 BONDS; PROVIDING FOR MISCELLANEOUS MATTERS AND AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIRETHORN COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of the Firethorn Community Development District (the "District" or the "Issuer") is

authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (as set forth in the ordinance establishing the District enacted by Manatee County, Florida) and other applicable provisions of law (collectively, the "Act"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the form of Master Indenture (hereinafter defined) or First Supplemental Indenture (hereinafter defined).

SECTION 2. FINDINGS.

A. The Issuer is a community development district, a local unit of special purpose government organized and existing under and pursuant to the Act. The Issuer was established for the purpose, among other things, of delivering certain community development services and facilities as authorized by the Act, including planning, financing, constructing, acquiring, owning, operating and maintaining the "Series Projects" and "Additional Series Projects."

B. The Issuer is empowered by the Act to provide projects such as the Series Projects and Additional Series Projects. Pursuant to Resolution No. 2025-22 adopted by the Board on February 6, 2025 (the "Authorizing Resolution") the Issuer has found and determined that acquisition and construction of Series Projects and Additional Series Projects is and will be necessary and desirable in serving the Issuer's goal of properly managing the acquisition, construction, and operation of portions of the infrastructure specially benefiting District Lands. Pursuant to the Authorizing Resolution, the Issuer, among other matters, authorized the issuance of the Issuer's Capital Improvement Revenue Bonds (the "Bonds") in an amount not exceeding $132,440,000 to finance the Cost of Series Projects and Additional Series Projects, approved the form of a master trust indenture (the "Master Indenture") relating to such Bonds, and authorized the issuance of the Bonds in one or more Series and bond anticipation notes from time to time pursuant to the Master Indenture and a related supplemental indenture to be approved by subsequent resolution of the Board of the Issuer.

C. The Bonds (of which the hereinafter defined Series 2025 Bonds are a part) have been validated by a final judgment of the Circuit Court in and for Manatee County, Florida and the Series 2025 Bonds will not be issued until the time for taking an appeal from such final judgment has expired without an appeal being taken.

D. The Issuer hereby determines that is now necessary and appropriate, and in the best interests of the District and serves a public purpose, to issue its Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") in an aggregate principal amount not exceeding $20,000,000, as a Series of Bonds under the Master Indenture, as supplemented by the First Supplemental Indenture (collectively the "Series 2025 Indenture"). Proceeds of the Series 2025 Bonds will be applied as provided in Section 3.B. below.

E. Due to the present volatility of the market for tax-exempt obligations such as the Series 2025 Bonds and the complexity of the transactions relating to the Series 2025 Bonds, it is in the best interests of the Issuer to sell the Series 2025 Bonds by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Issuer to enter the market at

the most advantageous time and to obtain the best possible price and interest rate for the Series 2025 Bonds.

F. The Issuer now desires to authorize the application of the proceeds of the Series 2025 Bonds and to approve various instruments in connection therewith, including the First Supplemental Indenture.

SECTION 3. AUTHORIZATION OF SERIES 2025 PROJECT AND SERIES 2025 BONDS.

A. The Series 2025 Project is hereby authorized and approved and shall constitute a Series Project within the meaning of the Master Indenture. Prior to or contemporaneously with the issuance and delivery of the Series 2025 Bonds, the Issuer and U.S. Bank Trust Company, National Association, as Trustee, shall enter into the Master Indenture, substantially in the form attached to the Authorizing Resolution, the approval of which form pursuant to the Authorizing Resolution is hereby reaffirmed, with such insertions, modifications and changes as may be approved by the District Manager of the Issuer (the "District Manager"), in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairperson of the Board (the "Chairperson") or the Vice-Chairperson of the Board (the "Vice-Chairperson"), or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary of the Board (the "Secretary") or any Assistant Secretary of the Board (each, an "Assistant Secretary") is hereby authorized and directed to attest, the Master Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the Master Indenture from the form thereof approved by the Issuer pursuant to the Authorizing Resolution.

The appointment of U.S. Bank Trust Company, National Association as Trustee with respect to the Series 2025 Bonds is hereby ratified, authorized and approved.

B. Subject to the provisions of Section 6 hereof, the Issuer hereby authorizes the issuance of the Series 2025 Bonds in the aggregate principal amount of not exceeding $20,000,000 to be known as the "Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025." Proceeds of the Series 2025 Bonds will be applied, together with other available funds, to (i) finance the construction, acquisition, equipping and/or improvement of a portion of the Series 2025 Project; (ii) pay Capitalized Interest on the Series 2025 Bonds; (iii) fund the account in the Reserve Fund for the Series 2025 Bonds; and (iv) pay costs of issuance of the Series 2025 Bonds. Proceeds of the Series 2025 Bonds to be applied to pay Costs of the Series 2025 Project may include payment for any portions of the Series 2025 Project acquired by the Issuer prior to the date of issuance of the Series 2025 Bonds but for which the acquisition price has not yet been paid.

The Series 2025 Bonds shall be issued as a Series of Bonds for purposes of the Series 2025 Indenture (hereinafter defined).

Prior to or contemporaneously with the issuance and delivery of the Series 2025 Bonds, the Issuer and the Trustee shall enter into the First Supplemental Trust Indenture relating to the Series 2025 Bonds, supplementing the Master Indenture (the "First Supplemental Indenture"). The First Supplemental Indenture shall be substantially in the form attached hereto as Exhibit A, with such insertions, modifications and changes as may be approved by the District Manager, in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairperson or the Vice-Chairperson, or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary or any Assistant Secretary of the Board is hereby authorized and directed to attest, the First Supplemental Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the First Supplemental Indenture from the form thereof approved by the Issuer. The Master Indenture and the First Supplemental Indenture are sometimes referred to collectively as the "Series 2025 Indenture."

Prior to the issuance of the Series 2025 Bonds the Issuer shall comply with the conditions precedent to the issuance of the Series 2025 Bonds set forth in the Series 2025 Indenture. The Series 2025 Bonds shall be substantially in the form thereof attached as an exhibit to the First Supplemental Indenture and shall be executed on behalf of the Issuer in the manner provided in the Series 2025 Indenture. Upon satisfaction of the conditions precedent to the issuance of the Series 2025 Bonds set forth in the Series 2025 Indenture, the Chairperson or Vice-Chairperson, or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Series 2025 Bonds and to deliver the Series 2025 Bonds as provided in the Series 2025 Indenture.

The Series 2025 Bonds shall be issued in fully registered form, without coupons. The Series 2025 Bonds will be dated their date of delivery or such other date as is set forth in the First Supplemental Indenture and will be issued in the Authorized Denominations set forth in the Series 2025 Indenture. The Series 2025 Bonds will bear interest payable semi-annually on November 1 and May 1 of each year, commencing on such date as set forth in the First Supplemental Indenture. Subject to the provisions of Section 6 hereof, the Series 2025 Bonds shall mature, and shall bear interest at a rate per annum, which shall not exceed the maximum rate permitted by law, as shall be specified in the First Supplemental Indenture. A book-entry-only system of registration is hereby authorized for the Series 2025 Bonds.

SECTION 4. REDEMPTION PROVISIONS. Subject to the provisions of Section 6 hereof, the Series 2025 Bonds shall be subject to optional redemption, mandatory redemption and extraordinary redemption, as shall be provided in the Series 2025 Indenture. The Series 2025 Bonds shall be issued as Term Bonds and the principal amounts required to be deposited in each year to the Series 2025 Sinking Fund Account established for the Series 2025 Bonds in the Series 2025 Indenture shall be as specified in the Series 2025 Indenture and shall constitute the Amortization Installments for the Series 2025 Bonds, as more fully set forth in the Series 2025 Indenture.

SECTION 5. APPLICATION OF THE PROCEEDS OF THE SERIES 2025 BONDS. The proceeds derived from the sale of the Series 2025 Bonds shall be applied by the Issuer simultaneously with the delivery of the Series 2025 Bonds for the purposes stated in, and in a manner consistent with, the Series 2025 Indenture. The specific amounts to be deposited in the Series 2025 Pledged Funds established under the Series 2025 Indenture shall be as set forth in the First Supplemental Indenture or a certificate executed by the Chairperson or Vice-Chairperson and delivered at the time of issuance of the Series 2025 Bonds.

SECTION 6. SALE OF THE SERIES 2025 BONDS. The Series 2025 Bonds shall be sold to MBS Capital Markets, LLC, as the underwriter (the "Underwriter"), upon the terms and conditions set forth in the Bond Purchase Contract attached hereto as Exhibit B (the "Bond Purchase Contract"). Said Bond Purchase Contract, substantially in the form attached hereto, is hereby approved, with such insertions, modifications and changes as may be approved by the District Manager, in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairperson or Vice-Chairperson, or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Bond Purchase Contract and to accept the disclosure and truth-in-bonding statement to be provided by the Underwriter pursuant to Section 218.385, Florida Statutes; provided, however that the terms of such Bond Purchase Contract must provide that (i) the aggregate principal amount of the Series 2025 Bonds shall not exceed $20,000,000; (ii) the final maturity of the Series 2025 Bonds shall not be later than May 1, 2057; (iii) the per annum interest rate of the Series 2025 Bonds shall not exceed the maximum rate per annum permitted by applicable law; (iv) the Series 2025 Bonds shall be subject to optional redemption no later than May 1, 2037 at a redemption price not greater than 101% of the principal amount of the Series 2025 Bonds to be redeemed; (v) the price (exclusive of original issue discount) at which the Series 2025 Bonds shall be sold to the Underwriter shall not be less than 98% of the amount for which such Series 2025 Bonds are initially offered to the public as reflected in the Limited Offering Memorandum referred to in Section 7 hereof; and (vi) unless the Series 2025 Bonds has an investment grade rating, such Series 2025 Bonds shall only be sold by the Underwriter to accredited investors within the meaning of the rules of the Florida Department of Financial Services. The execution and delivery of the Bond Purchase Contract by the Chairperson or Vice-Chairperson shall constitute conclusive evidence of the approval by the Issuer thereof.

SECTION 7. PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM. The Preliminary Limited Offering Memorandum relating to the Series 2025 Bonds, in substantially the form submitted at this meeting and attached hereto as Exhibit C, is hereby approved with respect to the information therein contained, with such insertions, modifications and changes as may be approved by the District Manager, in consultation with the Issuer's District Counsel and Bond Counsel. The printing, distribution and use of the Preliminary Limited Offering Memorandum in connection with the limited public offering for sale of the Series 2025 Bonds are hereby authorized. The execution by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, of a certificate

deeming the Preliminary Limited Offering Memorandum final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, is hereby authorized. The Chairperson or Vice-Chairperson, or in their absence any member of the Board, is hereby authorized to have prepared and to execute a final Limited Offering Memorandum to be dated the date of execution of the Bond Purchase Contract, and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2025 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as necessary to conform the details of the Series 2025 Bonds and the requirements of the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the District Manager. The execution and delivery of the Limited Offering Memorandum by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, shall constitute conclusive evidence of the approval thereof. The Issuer hereby authorizes the Limited Offering Memorandum and the information contained therein to be used in connection with the offering and sale of the Series 2025 Bonds.

SECTION 8. CONTINUING DISCLOSURE. The Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit D, is hereby approved with such insertions, modifications and deletions as may be approved by the District Manager. Disclosure Services, LLC is hereby approved to serve as the initial Dissemination Agent thereunder. The Chairperson or Vice-Chairperson is hereby authorized to execute the Continuing Disclosure Agreement. The execution and delivery of the Continuing Disclosure Agreement by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, shall constitute conclusive evidence of the approval thereof.

SECTION 9. MATTERS RELATING TO SUPPLEMENTAL ASSESSMENT REPORTS AND ENGINEERS' REPORT. The preparation of preliminary and final assessment reports reflecting the preliminary and final financing structure of the Series 2025 Bonds and the related Assessments and supplementing the master special assessment report previously approved by the Issuer pursuant to the Assessment Resolution is hereby authorized. The use in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, respectively, of such supplemental reports, as applicable, is hereby authorized. The preparation of a supplement (the "2025 Supplemental Engineer's Report") to the Master Engineers' Report previously approved by the Issuer is hereby authorized. The use in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum of the Master Engineers' Report and the 2025 Supplemental Engineer's Report, if any, is hereby authorized.

SECTION 10. MISCELLANEOUS. The Chairperson, Vice-Chairperson, Secretary and any Assistant Secretary of the Board, the Issuer's District Counsel, Bond Counsel, District Manager, Consulting Engineers, special assessment consultant and other authorized officers of the Issuer and members of the Board are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Issuer that are necessary or desirable in connection with the Series 2025 Indenture, the Series 2025 Bonds, the Bond Purchase Contract, the Series 2025 Project, the Preliminary Limited Offering

Memorandum, the Limited Offering Memorandum or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture, including the execution and delivery of a customary dissemination agent agreement, and the execution and delivery of the agreements in addition to the Continuing Disclosure Agreement, referenced in the final version of the First Supplemental Indenture, and all such actions heretofore taken are hereby ratified and approved. Resolution No. 2025-35 of the Issuer adopted on August 7, 2025 is hereby deemed amended and restated in its entirety hereby and said Resolution No. 2025-35 shall be of no further force and effect.

SECTION 11. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 12. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Firethorn Community Development District this 6th day of November, 2025.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

_____
Chairperson

ATTEST:

_____
District Secretary

EXHIBIT A

FORM OF FIRST SUPPLEMENTAL INDENTURE

DRAFT #4

FIRST SUPPLEMENTAL TRUST INDENTURE

FIRETHORN

COMMUNITY DEVELOPMENT DISTRICT

TO

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of

November 1, 2025

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FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture") is dated as of November 1, 2025, from **FIRETHORN COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida (said national banking association and any bank or trust company becoming successor trustee under this First Supplemental Indenture being hereinafter referred to as the "Trustee").

WHEREAS, the District has entered into a Master Trust Indenture dated as of November 1, 2025 (the "Master Indenture," and together with this First Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Firethorn Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2025-22 (the "Bond Resolution") adopted by the Governing Body of the District on February 6, 2025, the District has authorized the issuance, sale and delivery of not to exceed $132,440,000 of Bonds (excluding Bonds issued to refund such Bonds), to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of Manatee County, Florida on May 6, 2025, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2025-21 on February 6, 2025 providing for the acquisition, construction and installation of public assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2025-32 on May 1, 2025, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property with respect to the Series 2025 Bonds (hereinafter defined) (collectively, the "Assessment Resolution"); and

WHEREAS, pursuant to Resolution No. 2026-1 adopted by the Governing Body of the District on November 6, 2025 (the "Award Resolution"), the District has authorized the issuance, sale and delivery of, ***inter alia***, its $[_____] Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), which are issued hereunder as a Series of Bonds; and

WHEREAS, pursuant to the Award Resolution, the Issuer has authorized the execution and delivery of the Master Indenture and authorized the execution and delivery of this First

Supplemental Indenture to secure the issuance of the Series 2025 Bonds and to set forth the terms of the Series 2025 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2025 Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping public assessable infrastructure and public improvements comprising a portion of the District's Capital Improvement Program (such portion of the Capital Improvement Program more particularly described in Exhibit A hereto and being referred to herein as the "Series 2025 Project"); (ii) pay certain costs associated with the issuance of the Series 2025 Bonds; (iii) make a deposit into the Series 2025 Reserve Account, which Account shall be held for the benefit of all of the Series 2025 Bonds, without privilege or priority of one Series 2025 Bond over another;]and (iv) pay a portion of the interest to become due on the Series 2025 Bonds on the dates provided for herein]; and

WHEREAS, the Series 2025 Bonds will be payable from and secured by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2025 Project and described in the Assessment Resolution (as more fully defined herein, the "Series 2025 Assessments"), which, together with the Series 2025 Pledged Funds (hereinafter defined) will comprise the Series 2025 Trust Estate (hereinafter defined), which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this First Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2025 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2025 Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2025 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2025 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this First Supplemental Indenture and in the Series 2025 Bonds: (a) has executed and delivered this First Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the Series 2025 Pledged Revenues (hereinafter defined) and the Series 2025

Pledged Funds (hereinafter defined), which shall comprise the Trust Estate securing the Series 2025 Bonds (the "Series 2025 Trust Estate");

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

IN TRUST NEVERTHELESS, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2025 Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2025 Bond over any other Series 2025 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2025 Bonds or any Series 2025 Bond of a particular maturity issued, secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2025 Bonds and this First Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this First Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2025 Bonds or any Series 2025 Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2025 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2025 Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless

the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"***Acquisition Agreement***" shall mean the Acquisition Agreement dated March 6, 2025, as same may be amended and supplemented, between the District and the Developer.

"***Assessment Methodology***" shall mean the Master Special Assessment Methodology dated February 6, 2025 prepared by JP Ward & Associates LLC, as amended and supplemented, including by a report dated November [_____], 2025 relating to the Series 2025 Bonds.

"***Assessment Proceedings***" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Assessments of which the Series 2025 Assessments are a part, which include the Assessment Resolution, as supplemented in connection with the Series 2025 Assessments, and any supplemental proceedings undertaken by the District with respect to the Series 2025 Assessments and the Assessment Methodology as approved thereby.

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

"***Bond Participants***" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2025 Bonds as securities depository.

"***Capital Improvement Program***" shall mean the program of assessable public capital improvements established by the District in the Assessment Proceedings, a portion of which is comprised of the Series 2025 Project.

"Collateral Assignment" shall mean the Collateral Assignment Agreement (2025 Bonds) dated November [__], 2025 by the Developer in favor of the District relating to the Series 2025 Bonds.

"Completion Agreement" shall mean the Completion Agreement (2025 Bonds) dated November [___], 2025 between the District and the Developer relating to the Series 2025 Bonds.

"***Continuing Disclosure Agreement***" shall mean the Continuing Disclosure Agreement dated November [____], 2025 among the Developer, the District and the other parties named therein in connection with the Series 2025 Bonds.

"Declaration of Consent" shall mean the [Declaration of Consent - 2025 Bonds] dated November [___], 2025 relating to the Series 2025 Bonds executed and delivered by the Developer.

"***Delinquent Series 2025 Assessment Interest***" shall mean Series 2025 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2025 Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"***Delinquent Series 2025 Assessment Principal"*** shall mean Series 2025 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2025 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"***Delinquent Series 2025 Assessments***" shall mean Delinquent Series 2025 Assessment Principal and Delinquent Series 2025 Assessment Interest.

"Developer" shall mean Taylor Morrison of Florida, Inc., a Florida corporation, and any affiliate or any entity which succeeds to all or any part of the interests and assumes any or all responsibilities of such entity, as the developer of the lands within the District.

"***DTC***" shall mean The Depository Trust Company, New York, New York.

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

"***Interest Payment Date***" shall mean each May 1 and November 1, commencing May 1, 2026.

"***Majority Owners***" as used herein shall mean the Beneficial Owners of more than fifty percent (50%) of the principal amount of the Outstanding Series 2025 Bonds.

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

"***Quarterly Redemption Date***" shall mean each February 1, May 1, August 1, and November 1.

"***Series 2025 Assessment Interest***" shall mean the interest on the Series 2025 Assessments which is pledged to the Series 2025 Bonds.

"***Series 2025 Assessment Principal***" shall mean the principal amount of Series 2025 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2025 Bonds, other than applicable Delinquent Series 2025 Assessment Principal and Series 2025 Prepayments.

"***Series 2025 Assessment Revenues***" shall mean all revenues derived by the District from the Series 2025 Assessments, including proceeds from any foreclosure of the lien of Delinquent Series 2025 Assessments, and any statutory interest on the Delinquent Series 2025 Assessments collected by the District in excess of the rate of interest on the Series 2025 Bonds.

"***Series 2025 Assessments***" shall mean the Assessments imposed, levied and collected by the District in respect of the Series 2025 Bonds, which correspond in amount to the Debt Service on the Series 2025 Bonds.

"***Series 2025 Bonds***" shall mean the $[_____] aggregate principal amount of Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this First Supplemental Indenture, and secured and authorized by the Master Indenture and this First Supplemental Indenture.

"***Series 2025 Investment Obligations***" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(i) Government Obligations;

(ii) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;

(iii) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;

(iv) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Bank; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(v) 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, at the time of purchase, rated "A-" or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or "AA-" or better by either S&P or Fitch or "Aa-" or better by Moody's;

(vi) 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, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and

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

The Trustee may conclusively rely that any investment directed by the District is permitted hereunder and is a legal investment for funds of the District.

"***Series 2025 Pledged Funds***" shall mean all of the Funds and Accounts created hereby with the Trustee, including the Subaccounts therein, other than the Series 2025 Rebate Account in the Rebate Fund.

"***Series 2025 Pledged Revenues***" shall mean the Series 2025 Assessment Revenues.

"***Series 2025 Prepayments***" shall mean the excess amount of Series 2025 Assessment Principal received by the District over the Series 2025 Assessment Principal included within a Series 2025 Assessment, whether or not mandated to be prepaid in accordance with the Assessment Proceedings, which shall be identified by the District to the Trustee as such in writing upon deposit. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2025 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"***Series 2025 Reserve Account Release Conditions***" shall mean, with respect to the Series 2025 Reserve Account, collectively, that (i) all residential units/homes to be subject to the Series 2025 Assessments have been built, sold and closed with end-users, (ii) all Series 2025 Assessments are being collected pursuant to the Uniform Method, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2025 Bonds.

"***Series 2025 Reserve Account Requirement***" shall mean, until such time as the Series 2025 Reserve Account Release Conditions have been met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2025 Bonds (as hereinafter determined) as of the time of any such calculation. Upon receipt by the Trustee of the Series 2025 Reserve Release Certifications and thereafter, the Series 2025 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2025 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculations, the determination of the "Outstanding Series 2025 Bonds" shall take into account any redemptions of Series 2025 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Excess amounts on deposit in the Series 2025 Reserve Account as a result of the Series 2025 Reserve Account Release Conditions having been met shall be transferred in accordance with Section 405 hereof. Upon the initial issuance of the Series 2025 Bonds, the Series 2025 Reserve Account Requirement is $[_____], which is equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Outstanding Series 2025 Bonds calculated as of the date of original issuance thereof and which does not exceed the least of (a) 125% of the average annual Debt Service for all Outstanding Series 2025 Bonds calculated as of the date of original issuance thereof, (b) 10% of the aggregate net proceeds of the Series 2025 Bonds calculated as of the date of original issuance thereof, or (c) the Maximum Annual Debt Service Requirement for the Outstanding Series 2025 Bonds calculated as of the date of original issuance thereof.

"***Series 2025 Reserve Release Certifications***" shall mean, with respect to the Series 2025 Reserve Account and the Series 2025 Reserve Account Release Conditions, the written certification from an Authorized Officer of the District to the Trustee certifying that the events set forth in clauses (i) and (ii) of the definition of "Series 2025 Reserve Account Release Conditions" have occurred and affirming clause (iii) of such definition, on which certifications the Trustee may conclusively rely.

"***Substantially Absorbed***" shall mean the date when at least ninety (90%) of the principal portion of the Series 2025 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy.

"True-Up Agreement" shall mean the True-Up Agreement (2025 Bonds) dated November [___], 2025 between the District and the Developer relating to the Series 2025 Assessments.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2025 BONDS

Section 201. Authorization of Series 2025 Bonds; Book-Entry Only Form. The Series 2025 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto to be designated "$[_____] Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025." The Series 2025 Bonds shall be substantially in the form set forth as Exhibit B to this First Supplemental Indenture. Each Series 2025 Bond shall bear the designation "2025" and shall be numbered consecutively from R-1 upwards.

The Series 2025 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2025 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2025 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2025 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2025 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2025 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2025 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2025 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2025 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2025 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2025 Bond, for the purpose of registering transfers with respect to such Series 2025 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2025 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration

books kept by the Bond Registrar, shall receive a certificated Series 2025 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2025 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2025 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2025 Bonds shall designate, in accordance with the provisions hereof.

While the Series 2025 Bonds are held in a book entry system of registration, presentation for payment shall not be required.

Section 202. Terms. The Series 2025 Bonds shall be issued as [____] ([___]) Term Bonds, each of which shall be dated as of the date of its issuance and delivery to the initial purchaser thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates, and shall have the initial CUSIP numbers, set forth below:

Principal Amount	**Maturity Date**	**Interest Rate**	**Initial CUSIP**

Section 203. Dating and Interest Accrual. Each Series 2025 Bond shall be dated November [____], 2025. Each Series 2025 Bond also shall bear its date of authentication. Each Series 2025 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2025 Bond has been paid, in which event such Series 2025 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2025 Bonds, in which event, such Series 2025 Bond shall bear interest from its date. Interest on the Series 2025 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2026, and shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Section 204. Denominations. The Series 2025 Bonds shall be issued in $5,000 or any integral multiple thereof; provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2025 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2025 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2025 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2025 Bonds, all the Series 2025 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following, notwithstanding anything to the contrary in the Master Indenture:

(a) Certified copies of the Assessment Proceedings;

(b) Executed copies of the Master Indenture and this First Supplemental Indenture;

(c) A customary Bond Counsel opinion;

(d) An opinion of District Counsel in substantially the form set forth in the bond purchase agreement relating to the Series 2025 Bonds between the District and the underwriter of the Series 2025 Bonds, as the initial purchaser thereof (the "Underwriter");

(e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2025 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;

(f) An Engineers' Certificate or Engineers' Certificates as required by Bond Counsel;

(g) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal;

(h) An executed Continuing Disclosure Agreement; and

(i) An executed Collateral Assignment, executed Completion Agreement, executed Acquisition Agreement, executed True- Up Agreement, and executed Declaration of Consent.

Payment to the Trustee of $[_____], representing the net proceeds of the sale of the Series 2025 Bonds, shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III
REDEMPTION OF SERIES 2025 BONDS

Section 301. Bonds Subject to Redemption. The Series 2025 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit B to this First Supplemental Indenture. Interest on Series 2025 Bonds which are called for redemption shall be paid on the applicable redemption date from the Series 2025 Interest Account or from the Series 2025 Revenue Account to the extent monies in the Series 2025 Interest Account are insufficient for such purpose. Moneys in the Series 2025 Optional Redemption Subaccount in the Series 2025 Redemption Account shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2025 Bonds.

Section 302. Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2025 Acquisition and Construction Account which are to be deposited into the Series 2025 Prepayment Subaccount in accordance with Section 403(a) hereof shall be deposited into the Series 2025 Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2025 Bonds in accordance with the directions of an Authorized Officer of the District.

ARTICLE IV
DEPOSIT OF SERIES 2025 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2025 Acquisition and Construction Account and (ii) a Series 2025 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2025 Debt Service Account and therein a Series 2025 Sinking Fund Account, a Series 2025 Interest Account [and a Series 2025 Capitalized Interest Account]; and (ii) a Series 2025 Redemption Account, and, therein a Series 2025 Prepayment Subaccount and a Series 2025 Optional Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2025 Reserve Account, which Account shall be held for the benefit of all of the Series 2025 Bonds, without distinction as to Series 2025 Bonds and without privilege or priority of one Series 2025 Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2025 Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2025 Rebate Account.

Section 402. Use of Series 2025 Bond Proceeds. The net proceeds of the sale of the Series 2025 Bonds, $[_____] shall, as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) $[_____], representing the Series 2025 Reserve Account Requirement at the time of issuance of the Series 2025 Bonds shall be deposited to the credit of the Series 2025 Reserve Account;

(b) $[_____], representing the Costs of Issuance relating to the Series 2025 Bonds shall be deposited to the credit of the Series 2025 Costs of Issuance Account;

(c) [$[_____], representing Capitalized Interest on the Series 2025 Bonds through and including May 1, 2026 shall be deposited to the credit of the Series 2025 Capitalized Interest Account; and]

(d) $[_____] shall be deposited to the credit of the Series 2025 Acquisition and Construction Account to be applied to pay Costs of the Series 2025 Project.

Section 403. Series 2025 Acquisition and Construction Account.

(a) (1) Amounts on deposit in the Series 2025 Acquisition and Construction Account shall be applied to pay the Cost of the Series 2025 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and upon receipt by the Trustee of a requisition in the form attached hereto as Exhibit C and executed by the District and the Consulting Engineers, as applicable, which signatures may be in electronic form.

(2) Anything in the Master Indenture to the contrary notwithstanding, the District's Consulting Engineers shall not establish a Date of Completion of the Series 2025 Project until after the Series 2025 Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2025 Reserve Account to the Series 2025 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof have been expended or the Consulting Engineers have certified in writing to the District and the Trustee that such amount is in excess of the amount needed to complete the Series 2025 Project or, in consultation with Bond Counsel, other public components of the District's capital improvement plan. Upon the establishment by the Consulting Engineers of a Date of Completion for the Series 2025 Project, any balance remaining in the Series 2025 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2025 Project or, in consultation with Bond Counsel, other public components of the District's capital improvement plan, which are required to be reserved in the Series 2025 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineers delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2025 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2025 Bonds in the manner prescribed in the form of the Series 2025 Bonds attached as part of Exhibit B hereto. After there are no funds therein and either the Series 2025 Reserve Account Release Conditions have been met or the Date of Completion of the Series 2025 Project has been established, the Series

2025 Acquisition and Construction Account shall be closed. Until the Trustee has received a certificate of the Consulting Engineers establishing the Date of Completion of the Series 2025 Project, the Trustee shall assume the Date of Completion of the Series 2025 Project has not yet occurred.

(b) [All amounts on deposit in the Series 2025 Capitalized Interest Account shall, until and including May 1, 2026, be transferred into the Series 2025 Interest Account and applied to the payment of interest first coming due on the Series 2025 Bonds. If amounts remain on deposit in the Series 2025 Capitalized Interest Account after May 1, 2026, such amounts shall be transferred to the Series 2025 Acquisition and Construction Account, unless the Date of Completion of the Series 2025 Project has occurred, in which case such amounts shall be transferred to the Series 2025 Revenue Account. When there are no amounts remaining in the Series 2025 Capitalized Interest Account, such Account shall be closed.]

(c) Anything in the Master Indenture or herein to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2025 Pledged Funds include, without limitation, all amounts on deposit in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence and during the continuance of an Event of Default with respect to the Series 2025 Bonds, the Series 2025 Pledged Funds may not be used by the District (whether to pay costs of the Series 2025 Project or otherwise) without the consent of the Majority Owners of the Series 2025 Bonds Outstanding, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2025 Project and for which payment is due and owing for such work (and a certificate of an Authorized Officer as to whether such binding obligation has been incurred delivered to the Trustee in the form of Exhibit D shall be conclusive evidence of the same on which the Trustee may rely), and (iii) upon the occurrence and during the continuance of an Event of Default with respect to the Series 2025 Bonds, the Series 2025 Pledged Funds may be used by the Trustee and/or the District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners of the Series 2025 Bonds Outstanding, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture, as supplemented hereby, provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds and provided, further, that every use of Series 2025 Pledged Funds for such purpose shall be accompanied by detailed invoices for such costs and expenses delivered to the District Manager of the District indicating the purpose for which Series 2025 Pledged Funds are to be applied and such invoices shall be subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject. After the occurrence and during the continuance of an Event of Default, the District shall not enter into any binding agreement to expend any amounts included in the Series 2025 Trust Estate unless authorized in writing by the Majority Owners of the Series 2025 Bonds Outstanding.

Section 404. Series 2025 Costs of Issuance Account. The amount deposited in the Series 2025 Costs of Issuance Account shall, upon receipt by the Trustee of a requisition in the form attached hereto as Exhibit C, be used to pay Costs of Issuance relating to the Series 2025 Bonds. On the earlier to occur of: (x) the written direction of an Authorized Officer or (y) six (6) months from the date of issuance of the Series 2025 Bonds, any amounts deposited in the Series 2025 Costs of Issuance Account which have not been requisitioned shall be transferred over and

deposited into the Series 2025 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2025 Costs of Issuance Account shall be closed; provided, however, if the Series 2025 Acquisition and Construction Account has been closed prior to the proposed date of transfer, such amounts shall instead be transferred into the Series 2025 Interest Account.

Section 405. Series 2025 Reserve Account. The Series 2025 Reserve Account shall be funded and maintained at all times, subject to the provisions of this First Supplemental Indenture, in an amount equal to the Series 2025 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2025 Reserve Account shall be used only for the purpose of making payments into the Series 2025 Interest Account and the Series 2025 Sinking Fund Account to pay Debt Service on the Series 2025 Bonds, when due, without distinction as to Series 2025 Bonds and without privilege or priority of one Series 2025 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2025 Reserve Account shall consist only of cash and Series 2025 Investment Obligations.

Upon satisfaction of the Series 2025 Reserve Account Release Conditions, an Authorized Officer of the District shall provide the Series 2025 Reserve Release Certifications to the Trustee, upon which certifications the Trustee may conclusively rely, and thereupon an Authorized Officer of the District shall recalculate the Series 2025 Reserve Account Requirement and instruct the Trustee to transfer any excess as a result of having met the Series 2025 Reserve Account Release Conditions to the Series 2025 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2025 Acquisition and Construction Account has been closed, in which case such excess shall be transferred to the Series 2025 Prepayment Subaccount.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day) (or such other date that corresponds to the date mutually determined by the Trustee and the District pursuant to Section 408(c) hereof), the Trustee is hereby authorized and directed to (i) recalculate the Series 2025 Reserve Account Requirement and to transfer any excess on deposit in the Series 2025 Reserve Account (other than excess resulting from investment earnings which shall be applied as provided in Section 408(f) hereof) into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account to be applied to the extraordinary mandatory redemption of the Series 2025 Bonds as provided in the Series 2025 Bonds.

On the earliest date on which there is on deposit in the Series 2025 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2025 Bonds, together with accrued interest on such Series 2025 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2025 Reserve Account into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account to pay and redeem all of the Outstanding Series 2025 Bonds on the earliest date of redemption permitted therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2025 Reserve Account shall, upon the occurrence and continuance of an Event

of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Series 2025 Assessments.

Section 406. Amortization Installments. (a) The Amortization Installments established for the Series 2025 Bonds shall be as set forth in the form of the Series 2025 Bonds attached hereto as part of Exhibit B.

(b) Upon any redemption of Series 2025 Bonds (other than (i) Series 2025 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2025 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2025 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated by the District, in such manner as shall amortize all the Outstanding Series 2025 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2025 Bonds.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the covenants set forth in the District's tax certificate executed and delivered in connection with the Series 2025 Bonds, as amended and supplemented from time to time in accordance with their terms. Notwithstanding anything to the contrary contained in the Indenture, the District also covenants that it shall comply with the requirements of the Code necessary to maintain the exclusion of interest on the Series 2025 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of the proceeds of such Series 2025 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Series 2025 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2025 Bonds (or amounts deemed to be proceeds under the Code) or the Series 2025 Project in any manner which would cause the Series 2025 Bonds to be "private activity bonds" as that term is defined in Section 141 of the Code (or any successor provision thereto), or "arbitrage bonds" as that term is defined in Section 148 of the Code (or any successor provision thereto), and that it will comply with such sections of the Code throughout the term of the Series 2025 Bonds.

Section 408. Establishment of Series 2025 Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2025 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this First Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2025 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2025 Revenue Account the Series 2025 Pledged Revenues other than the Series 2025 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2025 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day) (or such other date mutually determined by the Trustee and the District that is closer to a particular Quarterly Redemption Date and will give the Trustee sufficient time to provide notice of the extraordinary mandatory redemption of Series 2025 Bonds as herein provided), the Trustee shall determine (i) the amount on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account, and, if the balance therein is greater than zero, shall transfer, but only at the written direction of the District, from the Series 2025 Revenue Account for deposit into the Series 2025 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2025 Bonds on the next Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2025 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2025 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2025 Bonds set forth in the form of Series 2025 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) [On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2025 Capitalized Interest Account to the Series 2025 Interest Account the lesser of (i) the amount of interest coming due on the Series 2025 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (ii) the amount remaining in the Series 2025 Capitalized Interest Account.]

(e) Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer amounts from the Series 2025 Revenue Account to the Funds and Accounts designated below the following amounts in the following order of priority:

FIRST, to the Series 2025 Interest Account, an amount equal to the amount of interest payable on all Series 2025 Bonds then Outstanding on such May 1 or November 1, [less any amount transferred from the Series 2025 Capitalized Interest Account in accordance with Section 403(b) and Section 408(d) hereof and] less any other amount already on deposit in the Series 2025 Interest Account not previously credited;

SECOND, on each May 1, commencing May 1, 2026, to the Series 2025 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2025 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2025 Sinking Fund Account not previously credited;

THIRD, to the Series 2025 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2025 Reserve Account Requirement with respect to the Series 2025 Bonds; and

FOURTH, the balance shall be retained in the Series 2025 Revenue Account subject to the following paragraph.

Anything in the Master Indenture or herein to the contrary notwithstanding, it shall not, in and of itself, constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor. The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the District, withdraw any moneys held for the credit of the Series 2025 Revenue Account as of November 2nd of such year which are not otherwise required to be deposited to other Funds and Accounts pursuant to this Section on such immediately preceding Interest Payment Date and deposit such moneys first to the credit of the Series 2025 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District by such date detailing the amount of such obligation which shall be deposited. Any remaining amounts in the Series 2025 Revenue Account on November 2nd of any calendar year after making the payment, if any, required under the immediately preceding sentence, may next be transferred to the District, at its written request, to be used for any lawful purpose of the District; provided, however, that on the proposed payment date of any proposed transfer to the District, the Trustees fees and expenses are current and the Trustee is authorized to debit the Revenue Account to pay such fees and expenses and the amount on deposit in the Series 2025 Reserve Account, shall be equal to the Series 2025 Reserve Requirement and, provided further, that the Trustee shall not have actual knowledge of an Event of Default hereunder.

(f) On any date required by the Code, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2025 Revenue Account to the Series 2025 Rebate Account established for the Series 2025 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid to the United States, when due, in accordance with the Code.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2025 Bonds shall be invested only in Series 2025 Investment Obligations, and further, earnings on the Series 2025 Acquisition and Construction Account, the Series 2025 Interest Account, and the Series 2025 Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Accounts or subaccounts. Earnings on investments in the Funds and Accounts other than the Series 2025 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2025 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2025 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2025 Reserve Account as of the most recent date on which amounts on deposit in the Series 2025 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2025 Reserve Account since such date which have created a deficiency, then earnings on the Series 2025 Reserve Account shall be deposited [into the Series 2025 Capitalized Interest Account through May 1, 2026, and thereafter earnings on the Series 2025 Reserve Account shall,] prior to the date the Series 2025 Acquisition and Construction Account is closed, be deposited into the Series 2025 Acquisition and Construction Account and used for the purpose of such Account and after such date, shall be deposited into the Series 2025 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2025 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2025 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2025 Reserve Account shall be deposited into the Series 2025 Reserve Account until the amount on deposit therein is equal to the Series 2025 Reserve Account Requirement, and then earnings on the Series 2025 Reserve Account shall be deposited [into the Series 2025 Capitalized Interest Account through May 1, 2026, and thereafter, earnings on the Series 2025 Reserve Account shall,] prior to the date the Series 2025 Acquisition and Construction Account is closed, be deposited into the Series 2025 Acquisition and Construction Account and used for the purpose of such Account and after such date, shall be deposited be deposited into the Series 2025 Revenue Account and used for the purpose of such Account.

ARTICLE V
CONCERNING THE TRUSTEE

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

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

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

ARTICLE VI
ADDITIONAL BONDS

Section 601. Limitation on Additional Bonds and Other Obligations.

(a) Other than Bonds issued to refund all of the then Outstanding Series 2025 Bonds, the issuance of which results in net present value debt service savings, the District shall not, while any Series 2025 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2025 Trust Estate. The District further covenants that it will not impose Assessments

for capital projects on any property then subject to the Series 2025 Assessments, without the written consent of the Majority Owners of the Series 2025 Bonds Outstanding, unless the Series 2025 Assessments have been Substantially Absorbed. The Trustee is entitled to assume that the Series 2025 Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of the District to the contrary on which the Trustee may conclusively rely.

(b) Notwithstanding the limitations imposed in this Section 601, the District at any time may issue additional Bonds or other obligations payable from additional Assessments encumbering the land subject to the Series 2025 Assessments which are necessary, as determined by the District, for health, safety or welfare reasons or to remediate a natural disaster or Operation and Maintenance Assessments.

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this First Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this First Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this First Supplemental Indenture and to the Series 2025 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this First Supplemental Indenture the terms and provisions hereof shall control.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance as provided in the Master Indenture and such Continuing Disclosure Agreement.

Section 703. Additional Covenants Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2025 Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy and collect the Series 2025 Assessments as set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2025 Bonds, when due. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2025 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Series 2025 Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of Delinquent Series 2025 Assessments that are directly billed and collected by the District, all in a manner consistent with the Master Indenture and this First Supplemental Indenture.

Section 704. Collection of Assessments. Anything herein or in the Master Indenture to the contrary notwithstanding, subject to the next succeeding sentence, Series 2025 Assessments shall be collected pursuant to the Uniform Method; provided that Series 2025 Assessments levied on platted lots owned by the Developer and/or builders and Series 2025 Assessments levied on unplatted lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce Series 2025 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2025 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2025 Assessments shall be collected pursuant to the Uniform Method; provided that Series 2025 Assessments levied on platted lots owned by the Developer and/or builders and Series 2025 Assessments levied on unplatted lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method; provided, however, the Trustee, acting at the direction of the Majority Owners of the Series 2025 Bonds Outstanding may deliver a notice to the District directing the District to collect the Delinquent Series 2025 Assessments in a different manner permitted by the Act and Chapters 170 and 197, Florida Statutes, provided that (i) such direction shall be in the form attached hereto as Exhibit E; (ii) the District shall not be required to comply with such direction until it is able to change the manner of collection in accordance with applicable Florida law; and (iii) the District shall not be required to comply with any direction that is not provided strictly in the form of Exhibit E. All Series 2025 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner at such times as determined by the District, but no later than thirty-one (31) Business Days prior to each Interest Payment Date; provided, however, that such Series 2025 Assessments shall not be deemed to be Delinquent Series 2025 Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 705. Foreclosure of Assessment Lien. (a) Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2025 Assessments and Series 2025 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2025 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2025 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written direction of the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity (each, an "SPE"), may purchase the property for an amount less than or equal to the balance due on the Series 2025 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2025 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2025 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, agrees

that the District shall, after being provided assurances satisfactory to it of payment of the District's fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2025 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds. The District shall not be required to execute any documentation evidencing the extinguishment or release of the lien of the Series 2025 Assessments and/or the Series 2025 Bonds following the sale of property pursuant to the preceding sentence without receipt of written evidence satisfactory to the District that all of the Owners of the Series 2025 Bonds concur with such extinguishment or release. With respect to any SPE: (i) the books and records of the SPE shall be deemed subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject; and (ii) in addition to the information to be provided to the District pursuant to Section 403(c), such SPE shall provide to the District Manager any information regarding the SPE and its activities requested by or on behalf of the District within five (5) Business Days following such request, and by purchasing the Series 2025 Bonds, the Owners thereof are deemed to agree to cause any SPE not owned or controlled by the District to comply with the foregoing to the extent legally able to do so.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2025 Assessments that are billed directly by the District, that the entire Series 2025 Assessments levied on the property for which such installment of Series 2025 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written direction of the Trustee, acting at the direction of the Majority Owners of the Series 2025 Bonds Outstanding, the District after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, shall promptly, but in any event within one hundred twenty (120) days of the receipt of such direction, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Series 2025 Assessments 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 provided by Florida law. Such direction shall be in the form of Exhibit F hereto and the District shall not be required to comply with any direction that is not provided strictly in the form of Exhibit F.

(c) Notwithstanding anything to the contrary herein or in the Master Indenture, the District and/or the Trustee, to the extent acting individually or jointly, in pursuing foreclosure proceedings with respect to any lot or parcel delinquent in the payment of any Series 2025 Assessments, shall be entitled to first recover from any foreclosure, before such proceeds are applied to the payment of principal or interest on the Series 2025 Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs could be construed as Series 2025 Assessments or Series 2025 Pledged Revenues or are otherwise held under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds.

Section 706. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary, notwithstanding any direction or consent or similar provision which requires more than fifty percent of the Owners of the Series 2025 Bonds shall, in each case, be deemed to refer to, and shall mean, the Majority Owners of the Series 2025 Bonds Outstanding. Following an Event of Default any direction to the District permitted to be given by the Trustee and/or the Owners hereby or by the Master Indenture must be in writing, signed by the Trustee and the Majority Owners of the Series 2025 Bonds Outstanding and, with respect to the direction referenced in Sections 704 and 705(b) hereof, in the applicable forms attached hereto as exhibits.

Section 707. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, and without intending to alter the same, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2025 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 708. Enforcement of Completion Agreement and True-Up Agreement. The District covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement.

Section 709. Interpretation of First Supplemental Indenture. This First Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2025 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this First Supplemental Indenture shall be read and construed as one document.

Section 710. Amendments. Any amendments to this First Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

Section 711. 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 712. 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 713. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2025 Bonds or the date fixed for the redemption of any Series 2025 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 714. 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 2025 Bonds.

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IN WITNESS WHEREOF, Firethorn Community Development District has caused these presents to be signed in its name and on its behalf by its Chairperson, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Secretary

By:_____
Chairperson, Board of Supervisors

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

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2025 PROJECT

A portion of the Capital Improvement Program reflected in [Table 1] of the supplemental report of the Consulting Engineers attached as an exhibit hereto.

EXHIBIT B

FORM OF SERIES 2025 BONDS

R-[__] **$[_____]**

UNITED STATES OF AMERICA
STATE OF FLORIDA

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2025

Interest Rate	Maturity Date	Dated Date	CUSIP
[_____]%	May 1, 20[__]	November [__], 2025	[___]

Registered Owner: **CEDE & CO.**

Principal Amount: **[_____] DOLLARS**

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2026, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon

presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Series 2025 Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2025 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year composed of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated as $[_____] Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") and is issued as a Series of Bonds under a Master Trust Indenture, to be dated as of November 1, 2025 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, to be dated as of November 1, 2025 (the "Supplemental Indenture"), between the District and the Trustee. The Master Indenture as amended and supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture" and the Series 2025 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds." The District will apply the proceeds of the Series 2025 Bonds to: (i) finance the Cost of acquiring, constructing and equipping certain public assessable infrastructure and public improvements comprising a portion of the District's Capital Improvement Program; (ii) pay certain costs associated with the issuance of the Series 2025 Bonds; (iii) make deposits into the Series 2025 Reserve Account, which Accounts will be held for the benefit of all of the Series 2025 Bonds without privilege or priority of one Series 2025 Bond over another; [and (iv) pay a portion of the interest to become due on the Series 2025 Bonds on the dates specified in the Supplemental Indenture].

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2025 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2025 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER

INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2025 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2025 TRUST ESTATE, INCLUDING THE SERIES 2025 PLEDGED REVENUES AND THE SERIES 2025 PLEDGED FUNDS, PLEDGED TO THE SERIES 2025 BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2025 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Series 2025 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Series 2025 Assessments, the terms and conditions under which the Series 2025 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2025 Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2025 Bonds are equally and ratably secured by the Series 2025 Trust Estate, without preference or priority of one Series 2025 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on a parity with the Series 2025 Bonds as to the lien and pledge of the Series 2025 Trust Estate.

The Series 2025 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2025 Bond or Series 2025 Bonds, in the same aggregate principal amount as the Series 2025 Bond or Series 2025 Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Series 2025 Bonds may be exchanged for an equal aggregate principal amount of Series 2025 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2025 Bonds are subject to redemption prior to maturity at the option of the District, in whole or part on any date, on or after May 1, 20[__] at the Redemption Price of the principal amount of the Series 2025 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2025 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

*Maturity

The Series 2025 Bonds maturing May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

*Maturity

The Series 2025 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without

premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

*Maturity

As more particularly set forth in the Indenture, any Series 2025 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2025 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2025 Bonds (other than (i) Series 2025 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2025 Bonds purchased at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture) so as to re-amortize the remaining Outstanding principal balance of the Series 2025 Bonds as set forth in Section 406(b) of the Supplemental Indenture.

The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part, pro rata, in the manner provided in the Indenture, including Section 406(b) of the Supplemental Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2025 Project, by application of moneys transferred from the Series 2025 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2025 Prepayments and transfers made pursuant to Section 403 of the Supplemental Indenture, required by the Indenture to be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account; or

(c) from amounts transferred to the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account resulting from a reduction in the Series 2025 Reserve Account Requirement as provided for in the Indenture; or

(d) on and after the date on which the amount on deposit in the Series 2025 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2025 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2025 Bonds shall be called for redemption, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2025 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2025 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2025 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2025 Bonds or such portions thereof on such date, interest on such Series 2025 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2025 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2025 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2025 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Defeasance Securities sufficient to pay the principal or Redemption Price of any Series 2025 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2025 Bonds as to the Series 2025 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

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

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

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____ By:_____

Secretary Chairperson, Board of Supervisors

[Official Seal]

CERTIFICATE OF AUTHENTICATION
FOR SERIES 2025 BONDS

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

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

Date of Authentication:

November [__], 2025

By:_____
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Manatee County, Florida rendered on May 6, 2025.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

_____

Chairperson

ABBREVIATIONS FOR SERIES 2025 BONDS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

FORM OF ASSIGNMENT FOR SERIES 2025 BONDS

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.	NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

EXHIBIT C

FORM OF REQUISITION FOR SERIES 2025 PROJECT

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025

SERIES 2025 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

The undersigned, an Authorized Officer of Firethorn Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2025 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2025 (the Master Indenture as amended and supplemented is hereinafter referred to as 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):

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Project Fund, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2025 Project and each represents a Cost of the Series 2025 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Series 2025 Costs of Issuance Account that has not previously been paid].

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

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

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

By:_____
Authorized Officer

CONSULTING ENGINEERS' APPROVAL FOR NON-COSTS OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineers hereby certify that this disbursement is for a Cost of the Series 2025 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding Series 2025 Project segment with respect to which such disbursement is being made; and (iii) the improvements reflected in [Table 1] in the supplemental report of the Consulting Engineers attached as an exhibit to the First Supplemental Indenture.

The undersigned further certifies that (a) the Series 2025 Project improvements to be acquired with this disbursement will be (1) owned by the District or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public utility or water management system; (b) the purchase price to be paid by the District for the Series 2025 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements, as reflected in the Acquisition Agreement; (c) the plans and specifications for the Series 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Series 2025 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) to the best of our knowledge based upon representations made by the seller pursuant to the Acquisition Agreement, subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Series 2025 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

_____
Consulting Engineers

EXHIBIT D

FORM OF
BINDING OBLIGATION NOTICE FOLLOWING AN EVENT OF DEFAULT

U.S. Bank Trust Company, National Association, as trustee
Fort Lauderdale, Florida

Re: Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "2025 Bonds")

Ladies and Gentlemen:

The 2025 Bonds are issued and Outstanding under the Master Trust Indenture from the Firethorn Community Development District (the "District") to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2025 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2025 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

This shall serve as a notice from the District, as contemplated by Section 403(c) of the Supplemental Indenture, that the District has incurred the below described binding obligations which were incurred prior to any Event of Default and which are to be paid from the Series 2025 Acquisition and Construction Account in accordance with the Indenture:

Nature of Obligation	Payee	Amount

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

By:_____
Authorized Officer

EXHIBIT E

FORM OF
DIRECTION/COLLECTION METHOD NOTICE FOLLOWING AN EVENT OF DEFAULT

Firethorn Community Development District
Board of Supervisors
c/o District Manager

Re: Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "2025 Bonds")

Ladies and Gentlemen:

The undersigned are the Trustee and Majority Owners of the above-referenced 2025 Bonds issued pursuant to the Master Trust Indenture from the Firethorn Community Development District (the "District") to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of December 1, 2020 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2025 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture).

Pursuant to Section 704 of the Supplemental Indenture, this Notice is provided to the District to direct the District to collect the Series 2025 Assessments in the manner as follows at the earliest practicable time permitted by applicable law (check ones that apply):

_____ Uniform Method for [describe lots or lands]

_____ Direct Bill for [describe lots or lands]

The undersigned agree that this represents the direction as to the method of collection of the Series 2025 Assessments permitted by Section 704 of the Indenture.

Dated: _____, 20___

[Signatures on following page]

TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Print Name:_____
Title: _____

MAJORITY OWNERS:

_____, as beneficial owner
By: _____
Name: _____
Title: _____
Date: _____
Aggregate principal amount of the 2025 Bonds held on the Record Date hereof:
PRINCIPAL AMOUNT _____
CUSIP _____
DTC PARTICIPANT NUMBER _____

_____, as beneficial owner
By: _____
Name: _____
Title: _____
Date: _____
Aggregate principal amount of the 2025 Bonds held on the Record Date hereof:
PRINCIPAL AMOUNT _____
CUSIP _____
DTC PARTICIPANT NUMBER _____

EXHIBIT F

FORM OF
DIRECTION/FORECLOSURE

Firethorn Community Development District
Board of Supervisors
c/o District Manager

Re: Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "2025 Bonds")

Ladies and Gentlemen:

The undersigned are the Trustee and Majority Owners of the above-referenced 2025 Bonds issued pursuant to the Master Trust Indenture from the Firethorn Community Development District (the "District") to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2025 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2025 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture).

Pursuant to Section 705(b) of the Supplemental Indenture, this Notice is provided to the District to direct the District to commence foreclosure proceedings as contemplated by such Section 705(b), with the understanding that the Indenture does not require the District to take any such action unless and until the District is provided assurances satisfactory to it of the payment of its fees, costs and expenses for doing so.

Dated: _____, 20___

[Signatures on following page]

TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Print Name:_____
Title: _____

MAJORITY OWNERS:

_____, as beneficial owner
By: _____
Name: _____
Title: _____
Date: _____
Aggregate principal amount of the 2025 Bonds held on the Record Date hereof:
PRINCIPAL AMOUNT _____
CUSIP _____
DTC PARTICIPANT NUMBER _____

_____, as beneficial owner
By: _____
Name: _____
Title: _____
Date: _____
Aggregate principal amount of the 2025 Bonds held on the Record Date hereof:
PRINCIPAL AMOUNT _____
CUSIP _____
DTC PARTICIPANT NUMBER _____

#525011052_v5

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
(Manatee County, Florida)

$_____
Capital Improvement Revenue Bonds, Series 2025

November __, 2025

BOND PURCHASE AGREEMENT

Firethorn Community Development District
Manatee County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the Firethorn Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum or the Indenture, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the Issuer's $_____ Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2025 Bonds is payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2026. The purchase price for the Series 2025 Bonds shall be $_____ (representing the aggregate par amount of the Series 2025 Bonds of $_____, [less/plus] [net] original issue [discount/premium], and less an Underwriter's discount of $_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2025 Bonds. The Series 2025 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions

of law (collectively, the "Act"), and Ordinance No. 24-78 of the Board of County Commissioners of Manatee County, Florida (the "County"), enacted on December 12, 2024 and effective on December 13, 2024. The District was established for the purposes, among other things, of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure necessary for community development in Firethorn, located within its boundaries. The Series 2025 Bonds are being issued pursuant to the Act and a Master Trust Indenture, to be dated as of November 1, 2025 (the "Master Indenture") and entered into between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented with respect to the Series 2025 Bonds by a First Supplemental Trust Indenture to be dated as of November 1, 2025, and entered into between the District and the Trustee (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), and Resolution No. 2025-22 adopted by the District on February 6, 2025, as supplemented by Resolution No. 2026-01 adopted by the District on November 6, 2025 (collectively, the "Bond Resolution"), authorizing the issuance of the Series 2025 Bonds. The principal of and interest on the Series 2025 Bonds are payable from and secured by the Series 2025 Trust Estate, which is comprised of the Series 2025 Pledged Revenues and the Series 2025 Pledged Funds. The Series 2025 Pledged Revenues consist primarily of the revenues derived by the District from the collection of non ad-valorem special assessments levied against certain residential lands in the District that are subject to assessment as a result of the Series 2025 Project (as hereinafter defined) or any portion thereof (the "Series 2025 Assessments"). The Series 2025 Assessments will be levied by the District pursuant to resolutions duly adopted or to be adopted by the Board of Supervisors of the District (the "Board") prior to the issuance of the Series 2025 Bonds (collectively, the "Assessment Resolution"). The Series 2025 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer will also enter into (or has entered into): (a) a Continuing Disclosure Agreement with Taylor Morrison of Florida, Inc. (the "Developer") and Disclosure Services, LLC, as dissemination agent (the "Continuing Disclosure Agreement"); (b) a Collateral Assignment Agreement (2025 Bonds) with the Developer (the "Collateral Assignment"); (c) a Completion Agreement (2025 Bonds) with the Developer (the "Completion Agreement"); (d) an Acquisition Agreement with the Developer (the "Acquisition Agreement"); (e) a True-Up Agreement (2025 Bonds) with the Developer (the "True-Up Agreement") and (e) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Collateral Assignment, the Completion Agreement, the True-Up Agreement and the Acquisition Agreement, are referred to herein collectively as the "Financing Documents."

The Series 2025 Bonds are being issued to: (i) finance a portion of the Cost of acquiring, constructing and equipping certain public assessable infrastructure and public improvements comprising a portion of the District's Capital Improvement Program (the "Series 2025 Project"), as more particularly described in the Limited Offering Memorandum; (ii) pay certain costs associated with the issuance of the Series 2025 Bonds; (iii) make a deposit into the Series 2025 Reserve Account to be held for the benefit of all of the Series 2025 Bonds, without privilege or priority of one Series 2025 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2025 Bonds.

3. Delivery of Limited Offering Memorandum and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated November __, 2025 (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2025 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the Permitted Omissions, in reliance, in part, on certain certifications of the Developer delivered as of the date of the Preliminary Limited Offering Memorandum.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2025 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter, and (ii) an executed counterpart or certified copy of the Limited Offering Memorandum and the Indenture. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2025 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires

the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause to be filed the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2025 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2025 Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Bonds; Establishment of Issue Price. (a) The Underwriter agrees to make a bona fide limited offering to "accredited investors" representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriter or wholesalers) of all of the Series 2025 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2025 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2025 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the public offering and sale of the Series 2025 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such public offering and sale.

(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing (as hereinafter defined) an "issue price" or similar certificate (the "Issue Price Certificate"), together with the supporting pricing wire or equivalent communication, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds.

(c) Except as otherwise set forth in the Issue Price Certificate, the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the "10% test") is sold to the public as of the Sale Date (as defined in the Issue Price Certificate) as the issue price of that

maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2025 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2025 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Series 2025 Bonds of that maturity or until all Series 2025 Bonds of that maturity have been sold to the public.

(d) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A of Exhibit I to the Issue Price Certificate attached hereto, except as otherwise set forth therein. Schedule A to the Issue Price Certificate attached hereto also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Series 2025 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that there will not be any selling group agreements or any third-party distribution agreements relating to the initial sale of the Series 2025 Bonds to the public.

(f) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(2) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolution and, subject to completion of the necessary proceedings, the Assessment Resolution; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2025 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2025 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Series 2025 Project; and (viii) levy and collect the Series 2025 Assessments that will secure the Series 2025 Bonds subject to completion of the necessary proceedings. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2025 Bonds.

(b) The District has complied with, and at Closing will be in compliance in all material respects with, the Bond Resolution, the Assessment Resolution, the Act and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2025 Bonds, and the imposition, and levy and collection of the Series 2025 Assessments.

(c) The District has duly authorized and approved, or by Closing will have duly authorized and approved, (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Bond Resolution, the Assessment Resolution and the Series 2025 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the execution, delivery and distribution of the Limited Offering

Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Bond Resolution, the Assessment Resolution, the Series 2025 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will constitute at Closing, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto and thereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2025 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2025 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2025 Bonds a legally valid and binding pledge of and a security interest in and to the Series 2025 Trust Estate pledged to the Series 2025 Bonds subject only to the provisions of the Indenture permitting the application of such Series 2025 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2025 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2025 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2025 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents to the extent executed prior to the date hereof, the Series 2025 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2025 Bonds and any other instrument to which the District is a party and which is used or

contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2025 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2025 Bonds or the proceedings relating to the Series 2025 Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2025 Bonds, the Financing Documents, the Series 2025 Assessments, or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds, (6) the exemption under the Act of the Series 2025 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2025 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2025 Bonds, or (9) the collection of the Series 2025 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2025 Bonds.

(k) Other than as stated in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2025 Trust Estate pledged to the Series 2025 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2025 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

(o) The District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on November __, 2025, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2025 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2025 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2025 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2025 Bonds, but neither the failure to print such number on any Series 2025 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2025 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2025 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2025 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2025 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such

documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents and the Series 2025 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2025 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2025 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) The Bond Resolution and the Assessment Resolution, certified by the Secretary of the Board under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(2) The proceedings relating to the levy of the Series 2025 Assessments, certified by the Secretary of the Board as true and correct copies;

(3) The Limited Offering Memorandum, executed on behalf of the District by the Chairperson ("Chairperson") or Vice Chairperson ("Vice Chairperson") of the Board, and each supplement or amendment, if any, thereto;

(4) A certificate of the District, dated the date of Closing, signed on its behalf by the Chairperson or Vice Chairperson and the Secretary or any Assistant Secretary of

its Board of Supervisors, in substantially the form of Exhibit C hereto, which may be in the form of two certificates;

(5) An opinion, dated the date of Closing, of Holland & Knight LLP, West Palm Beach, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum with a reliance letter stating that the Underwriter may rely on such opinion;

(6) A supplemental opinion addressed to the Issuer and Underwriter, dated the date of Closing, of Bond Counsel to the effect that (i) the Series 2025 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; (ii) Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the captions "DESCRIPTION OF THE SERIES 2025 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC and its system of book-entry registration as to which no opinion is expressed), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS" (other than the last paragraph of the subcaption "General" and the subcaptions "True-Up Agreement" and "Completion Agreement and Collateral Assignment Agreement" as to which no opinion is expressed), insofar as such statements purport to summarize certain provisions of the Indenture and the Series 2025 Bonds, constitute fair summaries of such provisions; and (iii) Bond Counsel has also reviewed the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and are of the opinion that the statements contained therein are accurate;

(7) An opinion, dated the date of Closing, of Kutak Rock LLP, Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(8) Copies of all of the Special Assessment Methodology Reports prepared by JPWard & Associates, LLC relating to the Series 2025 Assessments and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(9) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(10) An opinion, dated the date of Closing and addressed to the Underwriter and the Issuer, of counsel to the Trustee, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(11) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit F, and an opinion of counsel to the Developer in substantially the form included herein as Exhibit G;

(12) Copies of all of the reports of the Consulting Engineer with respect to the Capital Improvement Program and the Series 2025 Project and a certificate from the Consulting Engineer, in substantially the form attached hereto as Exhibit H dated the date of Closing and addressed to the District and the Underwriter;

(13) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause the Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(14) Specimen Series 2025 Bonds;

(15) A copy of the executed Letter of Representations between the District and DTC;

(16) Executed Financing Documents;

(17) Evidence of a final judgment of validation of the Bonds from the Circuit Court in and for Manatee County, Florida and a related certificate of no appeal;

(18) Declaration(s) of Consent relating to the Series 2025 Assessments executed by the Developer; and

(19) Evidence of compliance with the requirements of Section 189.051, Florida Statutes; and

(20) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2025 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2025 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance and delivery and payment for the Series 2025 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Series 2025 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 11 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2025 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2025 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2025 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2025 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2025 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2025 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2025 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2025 Bonds, or the Series 2025 Bonds, as contemplated hereby and in the reasonable judgment of the Underwriter the market for the Series 2025 Bonds is materially affected thereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2025 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2025 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2025 Bonds or obligations of the general character of the Series 2025 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to

the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2025 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2025 Bonds, the Bond Resolution, the Assessment Resolution, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2025 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially

adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2025 Bonds or the contemplated offering prices thereof; or

(o) the District fails to adopt the Assessment Resolution or fails to perform any action to be performed by it in connection with the levy of the Series 2025 Assessments to the extent required to be performed prior to the issuance of the Series 2025 Bonds to levy the Series 2025 Assessments.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2025 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, JPWard & Associates, LLC, as Assessment Consultant, Atwell, LLC, as District Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel, (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2025 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any "blue sky" and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2025 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly

set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2025 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter:	MBS Capital Markets, LLC 152 Lincoln Avenue Winter Park, Florida 32789 Attn: Brett Sealy
The District:	Firethorn Community Development District c/o JPWard & Associates, LLC 2301 Northeast 37 Street Fort Lauderdale, Florida 33308 Attn: James P. Ward Phone: (954) 658-4900
Copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Jere L. Earlywine, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2025 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chairperson or Vice Chairperson or upon their absence any member of the Board and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue the Series 2025 Bonds for the purposes described in Section 2 hereof. The Series 2025 Bonds are expected to be repaid over a period of approximately __ years. At a true interest cost rate of approximately _____%, total interest paid over the life of the Series 2025 Bonds will be approximately $_____.

(b) The source of repayment for the Series 2025 Bonds is the Series 2025 Trust Estate (as described in Section 2 hereof). Authorizing the Series 2025 Bonds will result in a maximum of approximately $_____ not being available to finance other services of the Issuer every year for approximately __ years; provided however, that in the event the Series 2025 Bonds are not issued, the District would not be entitled to impose and collect the Series 2025 Assessments in the amount of the principal of and interest on the Series 2025 Bonds. In light of the foregoing, the issuance of the Series 2025 Bonds is not estimated to result in a reduction of revenues of the District being available to finance other services of the District during the life of the Series 2025 Bonds.

[Remainder of page intentionally left blank]

20. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

_____

Brett Sealy, Managing Partner

Accepted by:

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

_____

Josh Tepper, Chairperson

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS†

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

EXHIBIT B

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
(Manatee County, Florida)

$_____
Capital Improvement Revenue Bonds, Series 2025

DISCLOSURE STATEMENT

November __, 2025

Firethorn Community Development District
Manatee County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced Series 2025 Bonds (collectively, the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Bonds pursuant to a Bond Purchase Agreement dated November __, 2025 (the "Purchase Agreement") between the Underwriter and Firethorn Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is $_____ (____%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2025 Bonds is $_____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2025 Bonds.

(d) The components of the Underwriter's discount are as follows:

	Per $1,000		
Management Fee:		or	
Takedown:		or	
Expenses:	_____	or	_____

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

_____

Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses
Communication
Day Loan
Clearance & Settlement Charges
CUSIP / DTC
Contingency
Total

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chairperson and Secretary, respectively, of the Board of Supervisors of Firethorn Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(4) of the Bond Purchase Agreement, dated November __, 2025, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its $_____ Capital Improvement Revenue Bonds, Series 2025 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. Josh Tepper is the duly appointed and acting Chairperson of, and James P. Ward is the duly appointed and acting Secretary to, the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected or appointed, qualified and acting members of the Board of Supervisors of the District:

Name	**Title**	**Term Expires**
Josh Tepper	Chairperson	November 2030
Tina Golub	Vice Chairperson	November 2030
Matt Sawyer	Assistant Secretary	November 2028
Michael Piendel	Assistant Secretary	November 2028
Corrin Godlevske	Assistant Secretary	November 2028

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

3. The seal, an impression of which appears below, was duly adopted by the District as its official seal and is the only legally adopted, proper and official seal of the District.

4. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on February 6, 2025, and November 6, 2025, duly adopted Resolution Nos. 2025-22 and 2026-01 true and correct copies of which are attached hereto (together, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

5. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on February 6, 2025, May 1, 2025 and November __, 2025, duly adopted Resolution Nos. 2025-21, 2025-32, and 2026-__, true and correct copies of which are attached hereto (collectively, the "Assessment Resolution"), which Assessment Resolution remains in full force and effect on the date hereof. Such Assessment Resolution, if required to be published by Florida law, have been published in accordance with the requirements of Florida law.

6. The District has complied in all material respects with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2025 Assessments.

7. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolution or the Indenture with respect to the Bonds.

8. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

9. The District has complied in all material respects with all of the agreements and satisfied all of the conditions on its part to be complied with on or before the date hereof for delivery of the Bonds pursuant to the Bond Purchase Agreement, the Bond Resolution, the Assessment Resolution and the Indenture.

10. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

11. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to the information concerning The Depository Trust Company or its book-entry only system or the information under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer," or "CONTINUING DISCLOSURE – Developer Continuing Compliance" (collectively, the "Excluded Information"). Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Excluded Information in the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a

material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

12. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending, or to the knowledge of the District threatened, against the District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds or the imposition, levy and collection of the Series 2025 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolution, the Assessment Resolution, the Series 2025 Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2025 Assessments, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

IN WITNESS WHEREOF, we have hereunder set our hands this ____ day of November, 2025.

_____

Josh Tepper, Chairperson, Board of Supervisors
Firethorn Community Development District

_____

James P. Ward, Secretary, Board of Supervisors
Firethorn Community Development District

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

November __, 2025

Firethorn Community Development District
Manatee County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

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

Re: $_____ Firethorn Community Development District (Manatee County, Florida) Capital Improvement Revenue Bonds, Series 2025

Ladies and Gentlemen:

We serve as counsel to the Firethorn Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its $_____ Firethorn Community Development District (Manatee County, Florida) Capital Improvement Revenue Bonds, Series 2025 (the "**Bonds**"). This letter is delivered to you pursuant to Section 207(iii) of the Master Indenture (defined below), Section 207(d) of the First Supplemental Trust Indenture (defined below) and Section 8(c)(7) of the Bond Purchase Agreement (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

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

1. Ordinance 24-78, enacted by the Board of County Commissioners of Manatee County, Florida (the "**County**"), which was effective on December 13, 2024 ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of November 1, 2025 ("**Master Indenture**"), as supplemented with respect to the Bonds by a *First Supplemental Trust Indenture*,

dated as of November 1, 2025 ("**First Supplemental Trust Indenture**," and together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");

3. Resolution Nos. 2025-22 and 2026-01 adopted by the District on February 6, 2025 and November 6, 2025, respectively (together, "**Bond Resolution**");
4. the *First Supplemental Engineer's Report dated [August] 7, 2025* ("**Engineer's Report**"), which describes among other things, the "**Series 2025 Project;**"
5. the *Final Supplemental Special Assessment Methodology Report – Series 2025 Bonds* dated November __, 2025 ("**Assessment Methodology**");
6. Resolution Nos. 2025-21, 2025-32 and 2026-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on May 6, 2025, and by the Circuit Court for the Twelfth Judicial Circuit in and for Manatee County, Florida in Case No. 2025-CA-0221, and Certificate of No Appeal issued on June 11, 2025;
8. the Preliminary Limited Offering Memorandum dated November __, 2025 ("**PLOM**") and Limited Offering Memorandum dated November __, 2025 ("**LOM**");
9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Atwell, LLC, as **"District Engineer"**;
11. certain certifications of JPWard & Associates, LLC, as **"District Manager"** and **"Assessment Consultant"**;
12. general and closing certificate of the District;
13. opinions of Holland & Knight LLP ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the Trustee, District and Underwriter in connection with the sale and issuance of the Bonds;
15. an opinion of J. Wayne Crosby, P.A., counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements ("**Bond Agreements**"):
    (a) the Continuing Disclosure Agreement, dated November __, 2025, and by and among the District, Taylor Morrison of Florida, Inc. ("**Developer**") and a dissemination agent;
    (b) the Bond Purchase Agreement between Underwriter and the District and dated November __, 2025 ("**BPA**");
    (c) the Acquisition Agreement between the District and the Developer and dated March 6, 2025;
    (d) the True-Up Agreement (2025) between the District and the Developer and dated November __, 2025;

(e) the Completion Agreement (2025 Bonds), between the District and the Developer and dated November __, 2025; and

(f) the Collateral Assignment Agreement (2025 Bonds), between the District and the Developer and dated November __, 2025.

17. a Declaration of Consent to Jurisdiction executed by the Developer ("**Declaration of Consent**"); and

18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee provided however that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

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

1. ***Authority*** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Series 2025 Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. ***Assessments*** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and to levy and impose the Debt

Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

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

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

5. ***Governmental Approvals*** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. ***PLOM and LOM*** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the PLOM, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "THE DISTRICT" (excluding the subcaption, – "District Manager and Other Consultants"), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS – "True-Up Agreement" and "Completion Agreement and Collateral Assignment Agreement," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "VALIDATION," "LITIGATION – the District," and "CONTINUING DISCLOSURE – District Continuing Compliance" and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – Based on inquiry of the District's Registered Agent, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Series 2025 Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

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

9. ***Authority to Undertake the Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

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

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

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

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

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

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

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

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

7. We have not reviewed, and therefore express no opinion, regarding any land use, zoning, permits, approvals, real property or other related items, including but not limited to the Developer's and/or any other landowner's ownership interests in any property within the District, whether the Developer and/or any other landowner owns any of the real property subject to the recordable Bond Agreements and/or Declaration of Consent, or whether the Developer is able to convey good and marketable title to any particular real property or interest therein.

8. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent

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

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

Very truly yours,

KUTAK ROCK LLP

EXHIBIT E

CERTIFICATE OF JPWARD & ASSOCIATES, LLC

I, James P. Ward, Chief Operating Officer of JPWard & Associates, LLC, do hereby certify to Firethorn Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its $_____ Capital Improvement Revenue Bonds, Series 2025 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum dated November __, 2025 (the "Limited Offering Memorandum") of the District relating to the Bonds):

(i) JPWard & Associates, LLC has acted as district manager and assessment consultant to the District in connection with the issuance of the Bonds and has been retained by the District to prepare the Master Special Assessment Methodology dated February 6, 2025, as supplemented by the Preliminary Supplemental Special Assessment Methodology – Series 2025 Bonds, dated [November] 7, 2025 and the Final Supplemental Special Assessment Methodology -- Series 2025 Bonds dated November ____, 2025 (collectively, the "Report");

(ii) Based on our reliance on the certificate of the District's Consulting Engineer of even date herewith reflecting that the Series 2025 Project provides a special benefit to the properties assessed, the Series 2025 Assessments are not in excess of such benefit, and the Series 2025 Assessments are fairly and reasonably allocated to the properties assessed;

(iii) The Series 2025 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2025 Assessments and the Report, are sufficient to enable the District to pay the debt service on the Series 2025 Bonds through the final maturities thereof;

(iv) JPWard & Associates, LLC consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;

(v) JPWard & Associates, LLC consents to the references to the firm in the Limited Offering Memorandum;

(vi) the Report was prepared in accordance with all applicable provisions of Florida law;

(vii) the information contained in the Limited Offering Memorandum as of the date of the Limited Offering Memorandum, and as of the date hereof, under the heading "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," is true and correct in all material respects and such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

(viii) except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;

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

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of November, 2025.

JPWARD & ASSOCIATES, LLC

_____

James P. Ward, Chief Operating Officer

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER

Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Developer is furnished pursuant to Section 8(c)(11) of the Bond Purchase Agreement dated November __, 2025 (the "Purchase Contract") between Firethorn Community Development District (the "District") and MBS Capital Markets LLC (the "Underwriter") relating to the sale by the District of its $_____ original aggregate principal amount of Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Purchase Contract.

2. The Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated November __, 2025 (the "Preliminary Limited Offering Memorandum"), and a final Limited Offering Memorandum dated November __, 2025 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").

4. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND THE SERIES 2025 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Developer Continuing Compliance" and with respect to the Developer and the Development (as defined in the Limited Offering Memoranda) under the caption "BONDOWNERS' RISKS" and warrants and represents that such information did not as of its respective date, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. The Developer represents and warrants that it has complied with and will continue to comply with Chapters 190.009, Florida Statutes and 190.048, Florida Statutes, as amended.

6. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the

Limited Offering Memoranda and/or in all other information provided by the Developer to the Underwriter or the District.

7. The Developer hereby consents to the levy of the Series 2025 Assessments on the lands in the District owned by the Developer and subject to the Series 2025 Assessments. The levy of the Series 2025 Assessments on such lands will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.

8. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

9. The Developer acknowledges that the Bonds have the debt service requirements set forth in the Limited Offering Memoranda and that the Series 2025 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due (the foregoing is referred to as the "Debt Service Acknowledgment").

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

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

12. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all

necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained as required.

13. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2025 Assessments imposed on lands in the District owned by the Developer that are subject to the Series 2025 Assessments within thirty (30) days following completion of the Series 2025 Project and acceptance thereof by the District.

14. Except as expressly disclosed in the Limited Offering Memoranda, the Developer has complied in all material respects with disclosure obligations pursuant to SEC Rule 15c2-12. The Developer hereby represents, warrants and certifies that it has procedures in place with respect to complying with its disclosure obligations and the Developer further represents that it anticipates satisfying all future disclosure obligations required pursuant to the Continuing Disclosure Agreements and SEC Rule 15c2-12.

15. The Developer is not insolvent and the Developer is not in default of any obligations to pay special assessments, except as disclosed in the Limited Offering Memoranda.

16. The current general development plans for the Development are as set forth in the Limited Offering Memorandum under the caption "THE DEVELOPMENT --- Residential Land Use and Development Plan," and "THE DEVELOPMENT – Development Status," and the status of sales activity and projected absorption for Assessment Area One (as defined in the Limited Offering Memorandum) is as set forth in the Limited Offering Memorandum under the caption "THE DEVELOPMENT—Model Homes/Sales Activity" and "THE DEVELOPMENT – Projected Absorption." The Developer is proceeding with all reasonable speed to develop the Development and to construct and sell residential units therein to builders or members of the general public unrelated to the Developer. The District was not organized and will not be operated to perpetuate private control by the Developer. During the development period of the Development, and until such time as the majority of the members of the Board of Supervisors of the District are elected by qualified electors pursuant to the Act, the Developer expects to elect a majority of the members of the Board of Supervisors of the District. The Developer expects that all members of the Board elected thereby will comply with all provisions of the Act, and will inform any members of the Board related to the Developer that it expects such members to act only in furtherance of the public purposes described in the Act. As of the date hereof, the Developer does not reasonably expect that it will be required to make any true-up payments with respect to the Series 2025 Assessments pursuant to the Assessment Proceedings or the True-Up Agreement.

We understand that Bond Counsel to the District will rely on certain representations provided herein in giving its opinion that interest on the Bonds is excluded from gross income for federal income tax purposes. The foregoing representations contained in this Certificate are given to the best of the undersigned's actual knowledge and belief.

[Remainder of page intentionally left blank.]

Dated: November __, 2025.

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

_____

[Name,] [Title]

EXHIBIT G

FORM OF OPINION OF COUNSEL TO DEVELOPER

November __, 2025

Firethorn Community Development District
Manatee County, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: $_____ Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds")

Ladies and Gentlemen:

We are counsel to Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), which is the developer of certain land within the master planned community located in unincorporated Manatee County and commonly referred to as Firethorn (the "Development"), as both are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Developer in connection with the issuance by the Firethorn Community Development District (the "District") of the Series 2025 Bonds as described in the District's Preliminary Limited Offering Memorandum dated November __, 2025, and the District's final Limited Offering Memorandum, dated November __, 2025, including the appendices attached to each (collectively, the "Limited Offering Memoranda"). It is our understanding that the Series 2025 Bonds are being issued to, among other things, provide funds to (i) pay a portion of the costs of the Series 2025 Project, (ii) fund the Series 2025 Reserve Account in an amount equal to the Series 2025 Reserve Account Requirement for the Series 2025 Bonds, (iii) pay a portion of certain costs of issuance of the Series 2025 Bonds, (iv) and to pay the interest to become due on the Series 2025 Bonds.

In our capacity as counsel to the Developer, we have examined originals or copies identified to our satisfaction as being true copies of the Limited Offering Memoranda, the Completion Agreement (2025 Bonds) by and between the District and the Developer dated November __, 2025, the Acquisition Agreement by and between the District and the Developer dated March 6, 2025, the Collateral Assignment Agreement (2025 Bonds) by and between the District and the Developer dated November __, 2025, the True-Up Agreement (2025 Bonds) by and between the District and the Developer dated November __, 2025, the Declaration of Consent (2025 Bonds) by the Developer dated November __, 2025, the Certificate of Developer dated November __, 2025, and the Continuing Disclosure Agreement by and among the District, the

Dissemination Agent named therein and the Developer dated November __, 2025 (collectively, the "Documents") and have made such examination of law as we have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, we have also reviewed and examined the Developer's Articles of Incorporation dated [----------], and Good Standing Certificate dated [----------, 2025] (collectively, the "Organizational Documents").

In rendering this opinion, we have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Developer and its parent companies) and the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "our knowledge", the words "our knowledge" signify that, in the course of our representation of Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing Developer in connection with this transaction.

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

1. The Developer is a corporation organized and existing under the laws of the State of Florida.

2. The Developer has the power to conduct its business and to undertake the Development as described in the Limited Offering Memoranda and to enter into the Documents.

3. The Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.

4. Nothing has come to our attention that would lead us to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer, the Development and non-specified Bondholder risks), and "LITIGATION – The Developer" does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Developer do not violate (i) the Organizational Documents, (ii) to our knowledge, any agreement, instrument

or federal or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer's assets are or may be bound; or (iii) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

6. Nothing has come to our attention that would lead us to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) we have no knowledge that the Developer has not received all government permits, approvals, consents and licenses required in connection with the construction and completion of the Development, the CIP and the Series 2025 Project as described in the Limited Offering Memoranda and the Engineer's Report, other than certain government permits, approvals, consents and licenses which are expected to be received in the ordinary course as needed; and (b) we have no actual knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Development as described in the Limited Offering Memoranda and all appendices thereto.

7. To our knowledge, the levy of the Series 2025 Assessments on the lands within the District (as described in the Limited Offering Memoranda) will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

8. To our knowledge, there is no litigation pending, and to the best of our knowledge, threatened, which would prevent or prohibit the development of the Development, the CIP or the Series 2025 Project in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto as Appendix A or which could result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

9. To our knowledge, the Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To our knowledge, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To our knowledge, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2025 Bonds or the Development.

This opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar

laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and we express no opinion with respect to the laws of any other jurisdiction. This letter is for the benefit of and may be relied upon solely by the addressees.

Sincerely,

J. Wayne Crosby, P.A.

_____

EXHIBIT H

CERTIFICATE OF CONSULTING ENGINEER

Firethorn Community Development District
c/o JP Ward & Associates, LLC, District Manager
2301 Northeast 37 Street
Fort Lauderdale, Florida 33308

MBS Capital Markets, LLC
c/o Mr. Brett Sealy, Managing Partner
152 Lincoln Avenue
Winter Park, Florida 32789

Re: $_____ Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds")

Ladies and Gentlemen:

Atwell, LLC serves as the Consulting Engineer (also referred to as the "Consulting Engineer") to the Firethorn Community Development District (the "District") and the undersigned is an authorized representative of such firm with authority to sign this Certificate on behalf of such firm.

This Certificate is furnished pursuant to Section 8 of the Bond Purchase Agreement dated November __, 2025, between the District and MBS Capital Markets, LLC, as underwriter, relating to the sale of the above-captioned Series 2025 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated November __, 2025, relating to the Series 2025 Bonds (the "Limited Offering Memorandum").

1. All governmental permits and approvals required to commence and complete construction, acquisition and installation of the Capital Improvement Program (the "CIP") and the portion of the Capital Improvement Program financed by the Series 2025 Bonds (the "Series 2025 Project") have been obtained or can reasonably be obtained in the ordinary course. The plans and specifications for the CIP have been approved by all regulatory bodies required to approve them (such regulatory bodies consisting of those referred to in the Engineer's Report) or such approval can reasonably be expected to be obtained. To the best of our knowledge, after due inquiry, (a) the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the CIP and the Development as described in the Limited Offering Memorandum, (b) all government permits required in connection with the construction of the development of the Development as described in the Limited Offering

Memorandum have been received, or are reasonably expected to be obtained, and (c) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the CIP and the Development as described in the Limited Offering Memorandum.

2. The proceeds of the Series 2025 Bonds available to be expended to acquire components of the Series 2025 Project from the Developer are reasonably expected to be expended by December 31, 2025.

3. The information contained in the Limited Offering Memorandum and the Preliminary Limited Offering Memorandum dated November __, 2025 (the "Preliminary Limited Offering Memorandum" and, together with the Limited Offering Memorandum, the "Limited Offering Memoranda") under the caption "THE CAPITAL IMPROVEMENT PROGRAM AND THE SERIES 2025 PROJECT" and in the Master Engineer's Report dated February 6, 2025 (the "Master Engineer's Report"), as supplemented by the First Supplemental Engineer's Report dated [August] 7, 2025 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Reports") included as an appendix to the Limited Offering Memoranda did not, and do not, to the best of our knowledge, contain any untrue statement of a material fact and did not, and do not omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. The Engineer's Reports were prepared in accordance with generally accepted engineering practices. We consent to the inclusion of the Engineer's Reports in the Limited Offering Memoranda and to the references to our firm therein.

5. All water and sewer utilities necessary to serve the land in the District subject to the Series 2025 Assessments relating to the Series 2025 Bonds, as described in the Limited Offering Memoranda, are, or will be, available as and when needed.

6. The portion of the Series 2025 Project heretofore constructed and/or acquired by the District has been constructed in a sound workmanlike manner and in accordance with industry standards.

7. The Series 2025 Project provides sufficient benefit to support the Series 2025 Assessments levied on the properties subject to the Series 2025 Assessments.

8. The price to be paid by the District to the Developer from proceeds of the Series 2025 Bonds for acquisition of the Series 2025 Project components to be funded by the Series 2025 Bonds will not exceed the lesser of the cost of such Series 2025 Project or the fair market value of the assets acquired by the District from the Developer as set forth in the related acquisition agreement.

9. The Series 2025 Project consists solely of infrastructure and other improvements identified under Section 190.012, Florida Statutes and is a part of the CIP, which functions as a system of improvements benefitting all assessable lands in the District. The Series 2025 Project is and will be (i) located on public property or within public rights of way or easements and (ii) accessible by the general public and/or part of a public utility or drainage system. No earthwork, grading or other improvements relating to the Series 2025 Project have been or will be constructed or performed on private lots or private property. With respect to any lakes constructed or improved with proceeds of the Series 2025 Bonds, no water is being collected therein specifically to be used for reuse on private lots or private property. All water management improvements included in the Series 2025 Project are an integral part of the water management system needed for the District and are located on public land or within public easements and not within private roads. All lakes included in the Series 2025 Project were constructed in accordance with applicable requirements of governmental authorities with jurisdiction over the lands in the District and not for the purpose of creating fill for private property. It was less expensive to allow the Developer to use any excess fill generated by construction of the water management system and any conservation and mitigation improvements than to haul such fill off-site. Any roads financed as part of the Series 2025 Project will be operated as a public road and any member of the public will have free and unrestricted access to such roads. The Series 2025 Project does not include undergrounding of electric utility lines. The conservation and mitigation improvements included in the Series 2025 Project serve a drainage function and are required by applicable governmental development orders, approvals and permits relating to the lands in the District. Any reuse/irrigation facilities included in the Series 2025 Project are or will be owned and operated by the County as part of the County's public reuse/irrigation system serving the land within the District and other areas of the County or owned and operated by the District as part of the District's public irrigation system, for which no payments are planned to be made to the District or any private party, including a property or homeowner's association, for use of irrigation water from such facilities.

10. The following sentence is provided for use by the District in connection with the Federal Tax Certificate of the District dated the date hereof relating to the Series 2025 Bonds. With proper operation and maintenance, the reasonably expected average life of the Series 2025 Project is at least 20 years.

11. The construction items and the Cost thereof as stated in the Engineer's Reports are reasonable and the Series 2025 Project has been, or can be, acquired, constructed, reconstructed, equipped and installed in accordance with the plans and specifications for the Series 2025 Project heretofore approved by all regulatory bodies required to approve them or, to the extent such approval has not yet been obtained, for which such approval can reasonably be expected to be obtained.

Dated: November __, 2025

ATWELL, LLC

_____

[Name,] [Title]

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
(Manatee County, Florida)

$_____
Capital Improvement Revenue Bonds, Series 2025

The undersigned, on behalf of MBS Capital Markets, LLC. ("MBS"), in its capacity as the Underwriter, as hereinafter defined, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement dated as of November __, 2025, between the Issuer (hereinafter defined) and the Underwriter.

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

2. ***Additional Defined Terms.***

(a) *Issuer* means Firethorn Community Development District.

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

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a Related Party to an Underwriter.

(d) *Related Party* means an entity that shares with another entity (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership of one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both parties are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profits interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with a lead underwriter to form an underwriting syndicate) to

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

3. We have been advised by Holland & Knight LLP, Bond Counsel to the Issuer ("Bond Counsel"), that the yield on an issue of tax exempt bonds is that discount rate which produces the same present value on the date of issue of the Bonds which when used in computing the present value of all payments of principal and interest to be made with respect to the issue of bonds equals the present value of the aggregate of the issue prices of the issue of bonds. The aggregate issue price of the Bonds is $_____.00. The yield on the Bonds calculated in the manner described in this paragraph is _____%. For the purposes hereof, yield has been calculated on a 360 day basis, assuming semi-annual compounding [and the amount of the premium included in the pricing of the Bonds is reasonable to efficiently market the Bonds].

4. We have been advised by Bond Counsel that the weighted average maturity of an issue of tax-exempt bonds is the sum of the products of the issue price of each maturity which is a part of the issue and the years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue. Assuming that the initial offering prices are the issue prices of the Bonds and that the entire issue price of the Bonds is $_____.00, the weighted average maturity of the Bonds is _____ years.

5. The funding of the Series 2025 Reserve Account established under the Indenture in an amount equal to the Series 2025 Reserve Account Requirement for the Bonds is necessary in order to market and sell the Bonds.

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

MBS CAPITAL MARKETS, LLC

_____

Brett Sealy, Managing Partner

Dated: November __, 2025

SCHEDULE A

ISSUE PRICE SCHEDULE

Maturity Date	CUSIP#	Principal Amount	Interest Rate	10% Test Maturities: 10% Test is Met on Sale Date	Price

[†] The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _____, 2025

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

In the opinion of Holland & Knight LLP, Bond Counsel, as more fully described herein, under existing law and assuming continuing compliance by the District (hereinafter defined) with certain tax covenants, the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals under the Code; however, the interest on the Series 2025 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code. See "TAX MATTERS" herein.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
(Manatee County, Florida)

**$_____*
Capital Improvement Revenue Bonds, Series 2025**

Dated: Date of delivery **Due: May 1, as shown below**

The $_____* Firethorn Community Development District Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds") are being issued by the Firethorn Community Development District (the "District") pursuant to a Master Trust Indenture to be dated as of November 1, 2025 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented with respect to the Series 2025 Bonds by a First Supplemental Trust Indenture to be dated as of November 1, 2025, and entered into between the District and the Trustee (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture") and resolutions of the District authorizing the issuance of the Series 2025 Bonds. The Series 2025 Bonds are being issued only in fully registered form, in denominations of $5,000 or any integral multiple thereof; provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess of $100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance No. 24-78 of the Board of County Commissioners of Manatee County, Florida (the "County"), enacted on December 12, 2024 and effective on December 13, 2024.

The Series 2025 Bonds are payable from and secured by the Series 2025 Trust Estate, which consists of the Series 2025 Pledged Revenues and the Series 2025 Pledged Funds. The Series 2025 Pledged Revenues consist of the revenues derived by the District from non-ad valorem special assessments levied to pay debt service on the Series 2025 Bonds against Assessment Area One (as further described and defined herein). The Series 2025 Pledged Funds consist of the Accounts, including the Subaccounts therein, established by the First Supplemental Indenture (except for

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* Preliminary, subject to change.

the Series 2025 Rebate Account). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS."

The Series 2025 Bonds, when issued, will be registered in the name of Cede & Co., as the owner and nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2025 Bonds will be paid from the sources described herein by the Trustee directly to Cede & Co. as the nominee of DTC and the registered owner thereof. Disbursements of such payments to the DTC Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants and the Indirect Participants, as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2025 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2025 Bond. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System" herein. The Series 2025 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year composed of twelve thirty-day months. Interest on the Series 2025 Bonds is payable semi-annually on each May 1 and November 1, commencing May 1, 2026.

Some or all of the Series 2025 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2025 BONDS – Redemption Provisions for Series 2025 Bonds" herein.

The Series 2025 Bonds are being issued to: (i) finance a portion of the Cost of acquiring, constructing and equipping certain public assessable infrastructure and public improvements comprising the Series 2025 Project, as more particularly described herein; (ii) pay certain costs associated with the issuance of the Series 2025 Bonds; (iii) make a deposit into the Series 2025 Reserve Account to be held for the benefit of all of the Series 2025 Bonds, without privilege or priority of one Series 2025 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2025 Bonds.

THE SERIES 2025 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2025 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, MANATEE COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2025 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2025 ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE SERIES 2025 BONDS. THE SERIES 2025 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, MANATEE COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

THE SERIES 2025 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE FLORIDA LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2025 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2025 BONDS NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT FOR THE SERIES 2025 BONDS OR A RATING FOR THE SERIES 2025 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2025 BONDS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

This cover page contains information for quick reference only. It is not a summary of the Series 2025 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS[†]

$_____ ___% Series 2025 Term Bond Due May 1, 20__ - Yield: ____% - Price: _____ - CUSIP No. _____[†]
$_____ ___% Series 2025 Term Bond Due May 1, 20__ - Yield: ____% - Price: _____ - CUSIP No. _____[†]
$_____ ___% Series 2025 Term Bond Due May 1, 20__ - Yield: ____% - Price: _____ - CUSIP No. _____[†]

The Series 2025 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Holland & Knight LLP, West Palm Beach, Florida, Bond Counsel, as to the validity of the Series 2025 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for Taylor Morrison of Florida, Inc. by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2025 Bonds will be available for delivery through the facilities of DTC on or about ____ __, 2025.

MBS CAPITAL MARKETS, LLC

Dated: _____ ____, 2025

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

RED HERRING LANGUAGE:

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Josh Tepper, Chairperson*
Tina Golub, Vice Chairperson*
Matt Sawyer, Assistant Secretary*
Michael Piendel, Assistant Secretary*
Corrin Godlevske, Assistant Secretary*

DISTRICT MANAGER AND ASSESSMENT CONSULTANT

JPWard and Associates, LLC
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DISTRICT ENGINEER

Atwell, LLC
Sarasota, Florida

BOND COUNSEL

Holland & Knight LLP
West Palm Beach, Florida

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

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* Affiliated with the Developer (hereinafter defined).

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Developer (as hereinafter defined), the District Engineer and other sources that are believed by the Underwriter to be reliable. The District, the Developer, the District Engineer and the Assessment Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from

those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2025 BONDS.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, MANATEE COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2025 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER MANATEE COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

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

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM, IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

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

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LIMITED OFFERING MEMORANDUM

relating to

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
(Manatee County, Florida)

**$_____*
Capital Improvement Revenue Bonds, Series 2025**

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Firethorn Community Development District (the "District" or the "Issuer"), in connection with the offering and issuance by the District of its Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance No. 24-78 of the Board of County Commissioners of Manatee County, Florida (the "County"), enacted on December 12, 2024 and effective on December 13, 2024 (the "Ordinance"). The Series 2025 Bonds are being issued pursuant to the Act and a Master Trust Indenture to be dated as of November 1, 2025 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented with respect to the Series 2025 Bonds by a First Supplemental Trust Indenture to be dated as of November 1, 2025, and entered into between the District and the Trustee (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture") and resolutions of the District authorizing the issuance of the Series 2025 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the forms of the Master Indenture and First Supplemental Indenture, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

THE SERIES 2025 BONDS ARE NOT RATED OR CREDIT ENHANCED, AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN).

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* Preliminary, subject to change.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the public infrastructure necessary for community development in Firethorn (the "Development"). The Act authorizes the District to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, street lights and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2025 Bonds are being issued for the primary purpose of financing a portion of the Costs of acquiring, constructing and equipping certain public assessable infrastructure and improvements comprising a portion of the District's Capital Improvement Program, as more fully described herein, paying certain costs associated with the issuance of the Series 2025 Bonds, making a deposit into the Series 2025 Reserve Account to be held for the benefit of all of the Series 2025 Bonds, without privilege or priority of one Series 2025 Bond over another, and paying a portion of the interest to become due on the Series 2025 Bonds.

The Series 2025 Bonds are payable from and secured by the Series 2025 Trust Estate, which consists of the Series 2025 Pledged Revenues and the Series 2025 Pledged Funds, as more fully described herein under "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS -- General." The Series 2025 Assessments will initially be levied on an equal per acre basis on the unplatted acreage within the District. As the assessable parcels of land within the District are developed and enter a "Platted State," the Series 2025 Assessments will then be allocated on a per unit basis by product type. Based upon the sizing of the Series 2025 Bonds, the Series 2025 Assessments are ultimately anticipated to be allocated on a per unit basis to the 544 units planned within Phases 1A and 1B of the Development. Such area containing the planned units intended to fully allocate the Series 2025 Assessments is herein referred to as "Assessment Area One," as further described herein in "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" and in the Assessment Reports (hereinafter defined) attached hereto as composite APPENDIX B.

The Series 2025 Assessments represent an allocation of a portion of the Costs of the Series 2025 Project (hereinafter defined), including bond financing costs, to Assessment Area One in accordance with the Assessment Reports attached hereto as composite APPENDIX B.

"Assessments" are defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to

as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

There follows in this Limited Offering Memorandum a brief description of the District, the District's public Capital Improvement Program, the Series 2025 Project (which is a part of such Capital Improvement Program), and Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), together with summaries of the terms of the Indenture, the Series 2025 Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2025 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. Forms of the Master Indenture and the First Supplemental Indenture are attached hereto as composite APPENDIX C. The information herein under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer" and "CONTINUING DISCLOSURE – Developer Continuing Compliance" has been furnished by the Developer and has been included herein without independent investigation by the District, its Counsel, Bond Counsel, or the Underwriter or its counsel, and the District and the Underwriter make no representation or warranty concerning the accuracy or completeness of such information. The Developer makes no representation or warranty as to the accuracy or completeness of information contained herein which has been furnished by any other party to the transactions contemplated hereby.

SUITABILITY FOR INVESTMENT

While the Series 2025 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2025 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2025 Bonds only to, "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder ("Accredited Investors"). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2025 Bonds. Prospective investors in the Series 2025 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2025 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2025 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

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THE DISTRICT

General

The District was established pursuant to the Ordinance. The District consists of approximately 549 acres located in the County.

Legal Powers and Authority

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

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

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

Board of Supervisors

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

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

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

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

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The current members of the Board and the expiration of the term of each member are set forth below, all of which are affiliated with the Developer:

Name	Title	Term Expires
Josh Tepper	Chairperson	November 2030
Tina Golub	Vice Chairperson	November 2030
Matt Sawyer	Assistant Secretary	November 2028
Michael Piendel	Assistant Secretary	November 2028
Corrin Godlevske	Assistant Secretary	November 2028

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

District Manager and Other Consultants

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

The District has hired JPWard and Associates, LLC (the "District Manager") to serve as District Manager. The District Manager's office is located 2301 NE 37 Street, Fort Lauderdale, Florida 33334 and its telephone number is (954) 658-4900.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Holland & Knight LLP, West Palm Beach, Florida, as Bond Counsel; Kutak Rock LLP, Tallahassee, Florida, as District Counsel; Atwell, LLC, Sarasota, Florida, as District Engineer (the "District Engineer"); and JPWard and Associates, LLC, Fort Lauderdale, Florida, as Assessment Consultant (the "Assessment Consultant") to prepare the Assessment Reports for the Series 2025 Bonds.

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THE CAPITAL IMPROVEMENT PROGRAM AND THE SERIES 2025 PROJECT

Atwell, LLC (the "District Engineer"), has prepared the Master Engineer's Report dated February 6, 2025 (the "Master Engineer's Report"), describing the scope and estimated cost of the District's capital improvement program ("CIP"), as supplemented with detailed information concerning the Series 2025 Project by the First Supplemental Engineer's Report dated [August] 7, 2025 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Reports"). The information in this section relating to the CIP and the Series 2025 Project is qualified in its entirety by reference to such Engineer's Reports which are attached hereto as composite APPENDIX A and which should be read in their entirety.

The District's CIP, plus the private costs necessary to complete the development, are estimated to cost approximately $117.4 million. The CIP includes master utilities systems (sanitary sewer and water), master stormwater management system, environmental/conservation, roadway improvements, landscaping, entry features, irrigation and associated professional fees and contingency. The CIP will be constructed in four (4) phases, which correspond with the development phases of the Development.

The Series 2025 Project consists of a portion of the public CIP in an estimated amount of approximately $34.9 million and includes the costs allocable to Phase 1A and Phase 1B of the Development which are planned for the 544 residential units that are ultimately anticipated to be subject to the Series 2025 Assessments upon platting of such units (the "Series 2025 Project"). A summary of the estimated costs of the Series 2025 Project is set forth in the table below.

Infrastructure Description	Total
Fees and Permits	$250,000
Environmental/Conservation Areas	100,000
Irrigation	2,383,210
Landscaping and Walls	1,500,000
Entry features (non-gated)	1,500,000
Public roadways and pavement (non-gated)	7,184,835
Utility water distribution system	3,823,605
Sanitary sewage utilities	4,583,796
Stormwater management facilities	8,092,038
Subtotal	**$29,417,484**
Contingency (15%)	4,412,623
Professional Fees	1,100,000
TOTAL	**$34,930,107**

Proceeds of the Series 2025 Bonds will be utilized to acquire and/or construct a portion of the Series 2025 Project in the estimated amount of approximately $7.8 million. As of July 31, 2025, the Developer estimates it has expended $21.5 million in development related expenditures pertaining to the Series 2025 Project.

The District currently intends to issue one or more additional Series of Bonds to fund additional portions of the CIP which may include portions of the Series 2025 Project not funded with proceeds of the Series 2025 Bonds. However, such future Series of Bonds are not expected to be secured by debt assessments levied on the lots that are anticipated to ultimately be allocated the Series 2025 Assessments. In connection with the issuance of the Series 2025 Bonds, the District and the Developer will enter into the Completion Agreement (hereinafter defined) whereby the Developer will agree to complete, or cause to be completed, those portions of the Series 2025 Project not funded with proceeds of the Series 2025 Bonds or an additional Series of Bonds subsequently issued by the District for the Series 2025 Project, which determination to issue such additional Bonds shall be in the District's sole discretion. The District cannot make any representation that the Developer will have sufficient funds to complete the Series 2025 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2025 BONDS – Completion Agreement" and "BONDOWNERS' RISKS – Completion of Series 2025 Project" herein.

The status of construction and permitting for the Series 2025 Project is outlined in the Engineer's Reports attached hereto as composite APPENDIX A. The District Engineer has indicated that all permits necessary to construct the Series 2025 Project have either been obtained or are expected to be obtained in the ordinary course of business. In addition to the Engineer's Reports, please refer to "THE DEVELOPMENT – Zoning and Permitting" for a more detailed description of the entitlement, zoning and permitting status of the Development.

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ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS

The District has adopted the Master Special Assessment Methodology Report dated February 6, 2025 (the "Master Assessment Report") for the District and the Preliminary Supplemental Assessment Methodology Report, Series 2025 Project dated November 6, 2025 (the "Supplemental Assessment Report" and, together with the Master Assessment Report, the "Assessment Reports"), each attached hereto as composite APPENDIX B. The Supplemental Assessment Report is preliminary and subject to change based on the final pricing details of the Series 2025 Bonds.

The Assessment Reports prescribe that the Series 2025 Assessments securing the Series 2025 Bonds will initially be levied on an equal per acre basis on the unplatted acreage within the District. As the assessable parcels of land within the District are developed and enter a "Platted State," the Series 2025 Assessments are then allocated on a per unit basis by product type as set forth in the Supplemental Assessment Report. Based upon the sizing of the Series 2025 Bonds, the Series 2025 Assessments are ultimately anticipated to be allocated on a per unit basis to the 544 units planned within Phases 1A and 1B of the Development. Such area containing the planned units intended to fully allocate the Series 2025 Assessments is herein referred to as "Assessment Area One."

As discussed in more detail in "THE DEVELOPMENT – Development Status," ninety-four (94) units have been platted in Phase 1A thereby resulting in the allocation of approximately $1.48 million or 16.7% of the principal amount of the Series 2025 Assessments to such units. The unassigned portion of the Series 2025 Assessments will initially be allocated to the remaining 454 acres of unplatted lands in the District and are anticipated to ultimately be allocated to the 450 planned units in Phase 1B upon their platting, which is anticipated to occur by the fourth quarter of 2025. The table below illustrates the estimated per unit principal and annual Series 2025 Assessments.

Product Type	Units	Est. Series 2025 Bonds Principal Per Unit	Est. Series 2025 Bonds Gross Annual Debt Service Per Unit[†]
Townhomes 16′	62	$ 6,957	$ 535
Townhomes 20′	54	10,435	803
Single-family 40′	176	15,583	1,198
Single-family 50′	198	19,479	1,498
Single-family 60′	54	23,375	1,798
	544		

[†] Includes gross-up of 4% for early payment and 3% for collection fees imposed by the County.

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THE DEVELOPMENT

The following information appearing under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2025 Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE" (as it relates to the Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The Developer's obligation to pay the Series 2025 Assessments is limited solely to its obligation as a landowner, just as any other landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2025 Assessments.

General

Firethorn (the "Development") consists of approximately 549 acres and is located within unincorporated Manatee County, Florida (as previously defined, the "County"). The boundaries of the Development and the District are co-terminus. The Development is bound on the south by Buckeye Road, on the east by U.S. Highway 301 (State Road 43) and sits just south of Butch Cassidy Trail. The main entrance to the Development along Buckeye Road is located approximately five (5) miles east from the Interstate 75 and Interstate 275 interchange. An additional entrance is located along the eastern boarder of the Development at U.S. Highway 301 (State Road 43).

The Development is located approximately thirty-three (33) miles southeast of downtown St. Petersburg, approximately eighteen (18) miles northeast of downtown Bradenton, approximately thirty-two (32) miles southeast of downtown Tampa and approximately thirty (30) miles northeast of Sarasota. In addition, the Sarasota International Airport and Tampa International Airport are located approximately thirty (30) and forty-one (41) miles from the Development, respectively.

The Development is situated near assorted recreational opportunities, shopping and restaurants as well as medical facilities. Ellenton Premium Outlets is located approximately eleven (11) miles southwest of the Development. Further, a Publix grocery store is located approximately five (5) miles south of the Development along Moccasin Wallow Road. The gulf

beaches of Anna Maria Island are approximately twenty-six (26) miles west of the Development. Further, HCA Florida Palmetto and Manatee Memorial Hospital are located approximately sixteen (16) miles and nineteen (19) miles southwest of the Development, respectively.

The Development is currently planned to include 1,318 townhome and single-family residential units and is being developed entirely as a Taylor Morrison branded community. As indicated herein, the Series 2025 Bonds have been sized to correlate to the 544 townhome and single-family residential planned units in what will ultimately be Assessment Area One. As discussed in more detail herein under the heading "Development Status," development activities are well underway. Further, since opening to homebuyers in the second quarter 2025, the Developer reports that as of July 31, 2025, it had entered into approximately three (3) home sale contracts with retail buyers.

Land Acquisition/Development Financing

In February 2025, the Developer acquired the approximately 549 acres constituting the Development through multiple transactions for an aggregate purchase price of approximately $32.85 million. The acquisitions were funded in part with cash and a $10 million advance of proceeds of a loan. The loan has been paid in full and the mortgage on the lands within the District related to the loan has been extinguished.

As of July 31, 2025, the Developer estimates it has expended approximately $21.5 million in development related expenditures allocable to the Series 2025 Project. Proceeds of the Series 2025 Bonds will be utilized to acquire and/or construct a portion of the Series 2025 Project in the estimated amount of approximately $7.8 million. The remainder of the Series 2025 Project not funded with proceeds of the Series 2025 Bonds is anticipated to be funded by the Developer or a future series of Bonds.

Zoning/Permitting

In August 2023, the Developer received zoning approval from the County for the approximately 549 acres comprising the Development as a planned residential development (the "Firethorn PRD"). The Firethorn PRD provides for the development of up to 1,540 single-family and multi-family residential units. The Firethorn PRD further sets forth a general development plan which establishes a framework for all development constructed with the Development and includes various conditions pertaining to, without limitation, design and land use, environmental, stormwater, transportation and utilities. In April 2024, the County further approved a certificate of level of service (the "Firethorn CLOS") which includes required transportation improvements. The Firethorn CLOS specifically provides for the construction of right-turn lanes and additional receiving lane improvements at the intersection of Buckeye Road and Fort Hamer Road. Additional traffic studies will be required to be undertaken with each final site plan application.

Pursuant to the Firethorn PRD, the general development plan approval shall not expire; however, the Firethorn CLOS was issued in April 2024 and shall expire in April 2027. Pursuant to the Firethorn CLOS, all phases of the Development must receive final plat approval prior to

the expiration of the Firethorn CLOS and each phase not platted by this expiration shall be subject to full concurrency review.

The Developer is currently working to enter into an agreement regarding the transportation improvements required under the Firethorn CLOS. Pursuant to the agreement, the Developer will undertake a proportionate share mitigation project to satisfy its obligation under the Firethorn CLOS, which will specifically include the design, permitting and construction of a roundabout at the entrance of the Development and Buckeye Road. The expiration date of the Firethorn CLOS shall remain unchanged, however the Developer may request for extensions.

As described in further detail in the Supplemental Engineer's Report, the Developer has obtained a Southwest Florida Water Management District Environmental Resource Permit for stormwater management and wetland mitigation for all of the Development. In addition, the Florida Department of Environmental Protection (State 404 Program) has determined a permit or other form of authorization under the State 404 Program is not required for wetland mitigation for Phases 1A and 1B of the Development (i.e., the anticipated Assessment Area One). Further, the Developer has obtained all necessary permits and approvals for the construction of infrastructure to serve Phase 1A and Phase 1B of the Development.

Upon issuance of the Series 2025 Bonds, the Consulting Engineer will certify that any permits and approvals necessary to construct the Series 2025 Project that have not previously been obtained are expected to be obtained in the ordinary course of business. As discussed herein, the ninety-four (94) lots in Phase 1A of the Development have been platted and are complete. The remaining 450 lots in Phase 1B of the Development are anticipated to be completed and platted in the fourth quarter of 2025.

Environmental Matters

In 2021, the Developer commissioned a Phase I Environmental Site Assessment from GHD Group for the acreage constituting the Development which identified no evidence of onsite or offsite environmentally recognized conditions.

Utilities

The County is providing water and wastewater services to the Development. Electric power is expected to be provided by Peace River Electric. Cable television and broadband cable services are expected to be provided by Spectrum and Frontier.

Residential Land Use and Development Plan

As previously stated herein, the development plan for the Development provides for a total of 1,318 residential units in four (4) phases. Lands within the anticipated Assessment Area One are planned to include 544 residential units in Phase 1A and Phase 1B of the Development. The Development currently offers single-family homes under Taylor Morrison's Homes at Last

and Teen Builder brands thereby catering to first-time and move-up buyers. A summary of the unit mix and phasing is provided below, which is subject to change.

	Assessment Area One		**Future Assessment Areas**			
Product Type	***Phase 1A***	***Phase 1B***	***Phase 2***	***Phase 3***	***Phase 4***	**Total**
Townhome 16′	24	38	58	110	--	230
Townhome 20′	12	42	--	--	--	54
Homes at Last Brand						
Single-Family – 40′	4	136	52	--	87	279
Single-Family – 50′	14	98	65	--	26	203
Teen Builder Brand						
Single-Family – 40′	--	36	32	50	--	118
Single-Family – 50′	21	65	56	76	49	267
Single-Family – 60′	19	35	37	34	42	167
TOTAL	**94**	**450**	**300**	**270**	**204**	**1,318**

Development Status

As discussed herein, the Developer has completed development activities in Phase 1A of the Development, which has been platted into ninety-four (94) units and is currently constructing homes therein. Construction work on the remaining 450 lots in Phase 1B is underway and is anticipated to be completed in the fourth quarter of 2025. Further, the Developer has applied for and anticipates final plat approval to be obtained from the County for Phase 1B of the Development in the fourth quarter of 2025.

In addition, the development of the main entry road, known as Firewalk Trail, extending north from the main entry at Buckeye Road through Phase 1A of the Development is complete, with additional work to complete the roadway through Phase 1B of the Development anticipated to be complete by the fourth quarter of 2025, in conjunction with the planned completion of Phase 1B. Further, the extension of Cornerstone Way, extending from U.S. Highway 301 (State Road 43) west through the Development is underway with certain portions thereof complete.

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Product Offerings

The Development is being marketed to first-time and move-up buyers as an amenitized community with townhome and single-family homes featuring more than twenty-seven (27) floor plans. The Developer currently intends to be the sole homebuilder for the homes in the Development. The Development currently offers single-family homes under Taylor Morrison's Homes at Last and Teen Builder brands. The information in the table below illustrates the current estimated base pricing and square footage for the homes to be offered in the Development, which information is subject to change.

Product Type	Est. Average Square Footage	Est. Base Pricing
Townhome 16′	1,180 – 1,187	$239,999 – $249,999
Townhome 20′	1,373 – 1,555	$264,999 – $289,999
Homes at Last Brand		
Single-Family – 40′	1,455 – 2,504	$289,999 – $354,999
Single-Family – 50′	1,500 – 2,553	$294,999 – $384,999
Teen Builder Brand		
Single-Family – 40′	1,790 – 2,582	$349,999 – $400,999
Single-Family – 50′	1,768 – 3,422	$399,999 – $532,999
Single-Family – 60′	2,721 – 3,835	$510,999 – $618,999

Model Homes/Sales Activity

The Developer has completed construction of seven (7) model homes located in the Development. Home sales and construction activities commenced in the second quarter of 2025. As of July 31, 2025, the Developer had entered into sales contracts for three (3) homes to retail buyers in Phase 1A of the Development. Home closings are anticipated to commence in the third quarter of 2025.

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Projected Absorption

In its capacity as both developer and homebuilder, the Developer intends to develop finished lots for subsequent home construction thereon and eventual sale to retail buyers. The table below provides current expectations regarding the rate of home closings in Phases 1A and 1B of the Development, which is subject to change. As discussed herein, the Series 2025 Assessments are anticipated to be fully assigned to the approximately 544 planned units in Phases 1A and 1B of the Development. Such units are anticipated to be fully sold to home buyers in 2028.

Product Type	2025	2026	2027	2028	Total
Townhome 16′	24	38	--	--	62
Townhome 20′	6	48	--	--	54
Homes at Last Brand					
Single-Family – 40′	9	54	61	16	140
Single-Family – 50′	11	42	43	16	112
Teen Builder Brand					
Single-Family – 40′	--	36	--	--	36
Single-Family – 50′	4	52	30	--	86
Single-Family – 60′	4	46	4	--	54
Total	**58**	**316**	**138**	**32**	**544**

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

Recreational Amenities

The Development is planned to include recreational facilities to serve the residents therein. Such recreational facilities are anticipated to include a clubhouse, resort-style pool, social pavilion, athletic courts, sports fields, pet park, event lawn, mail kiosk and bus shelter. Additional amenities are located along the townhome community and are anticipated to include a pool, cabana, and playground. The estimated cost for such recreational facilities within the Development is approximately $12.7 million, which will be funded by the Developer. Construction of the initial phase of the recreational facilities, which will primarily include athletic courts, event lawn, and a mail kiosk, is anticipated to commence in the fourth quarter of 2025, with a scheduled completion in the fourth quarter of 2026. Upon completion, it is anticipated

that the recreational facilities will be conveyed to the homeowner's association established for the Development. See "– Fees and Assessments" herein.

Marketing

The Developer is actively employing a marketing plan for the Development that includes using various strategies, outlets and media. Further, the Developer has constructed seven (7) model homes within the Development. A preview of the Development and branding material can be seen on the website at www.taylormorrison.com.

Education

Based upon current school districting, school children residing in the Development will attend Barbara A. Harvey Elementary School, Buffalo Creek Middle School and Palmetto High School, which received "A," "B," and "C" ratings, respectively, from the Florida Department of Education for 2025. In addition, children residing in the Development may attend Parrish Charter Academy (K though 8), a public charter school, and Parrish Community High School, which each received a "B" rating from the Florida Department of Education for 2025. However, future capacity limitations or redistricting could result in a change to which schools children residing in the Development would attend.

Fees and Assessments

Each homeowner residing in the Development will pay annual taxes, assessments, and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes; homeowner's association fees; and administrative, operation and special assessments levied by the District for debt service as well as operation and maintenance as described in more detail below.

Property Taxes

The current millage rate for the area of the County in which the Development is located is 13.521. Accordingly, by way of example, the annual property tax for a home with a $350,000 taxable value would be approximately $4,732.

Homeowners' Association Fees

All homeowners in the Development will be subject to annual homeowners' association ("HOA") fees for common area maintenance, recreational facilities and other HOA-owned facilities. The estimated annual HOA fees, which are paid quarterly, are anticipated to range from approximately $2,640 to $2,940 for the townhome product types and are estimated at approximately $2,640 for the single-family product-types, subject to change.

District Special Assessments

The Series 2025 Bonds have been sized to correlate to the 544 planned units in Phase 1A and Phase 1B of the Development. Accordingly, it is anticipated that upon platting of such phases, the Series 2025 Assessments will be fully assigned to such parcels and will constitute Assessment Area One. In addition, all property owners in the Development will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the aforementioned annual assessments that will be levied by the District for each of the respective product types.

Product Type	# of Units	Est. Annual Series 2025 Assessment Per Unit (Gross)*†	FY 2025 O&M Assessment Per Unit (Gross)†
Townhomes 16'	62	$ 535	$135
Townhomes 20'	54	803	135
Single-family 40'	176	1,198	275
Single-family 50'	198	1,498	275
Single-family 60'	54	1,798	275
Total	**544**		

* *Preliminary, subject to change.*

† *Includes gross-up of 4% for early payment and 3% for collection fees imposed by the County.*

Competition

The Developer expects that primary competition for the homes within the Development will come from the active and planned communities situated along U.S. Highway 301 which include, but are not limited to, North River Ranch, Crosswind Ranch, Prosperity Lakes and Salt Meadows and active and planned communities situated along Buckeye Road which include, but are not limited to, Seaire, Oakfield Trails, and Curiosity Creek.

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

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THE DEVELOPER

The lands within the Development are owned by Taylor Morrison of Florida, Inc. (the "Developer"). The parent company of the Developer is Taylor Morrison Home II Corporation, a direct wholly owned subsidiary of the holding company Taylor Morrison Home Corporation ("Taylor Morrison"). Taylor Morrison trades on the New York Stock Exchange under the symbol TMHC.

Taylor Morrison's principal business is residential homebuilding with operations focused in Arizona, California, Colorado, Florida and Texas. Taylor Morrison is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Taylor Morrison is No. 001-35873. Such reports, proxy statements, and other information is available at the SEC's website at https://www.sec.gov and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by Taylor Morrison pursuant to the requirements of the Securities Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

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DESCRIPTION OF THE SERIES 2025 BONDS

General Description

The Series 2025 Bonds are issuable only as registered bonds, without coupons, in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2025 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000.

The Series 2025 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing May 1, 2026 (each, an "Interest Payment Date"), which interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Series 2025 Bonds will mature on such dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Interest on each Series 2025 Bond will be payable on each Interest Payment Date in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person, who, on a special Record Date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of the Series 2025 Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent, unless the Series 2025 Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than $1,000,000 in aggregate principal amount of the Series 2025 Bonds).

The Series 2025 Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2025 Bonds and, so long as the Series 2025 Bonds are held in book-entry-only form, Cede & Co. will be considered the registered owner for all purposes hereof. See "-Book-Entry Only System" below for more information about DTC and its book-entry only system.

Redemption Provisions for Series 2025 Bonds

Optional Redemption

The Series 2025 Bonds are subject to redemption prior to maturity at the option of the District, in whole or part on any date on or after May 1, 20__, at the Redemption Price of the principal amount of the Series 2025 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Redemption in Part

The Series 2025 Bonds maturing May 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year	Amortization Installment $	Year	Amortization Installment $

*

* Final maturity

The Series 2025 Bonds maturing May 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year	Amortization Installment $	Year	Amortization Installment $

*

* Final maturity

The Series 2025 Bonds maturing May 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2025 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year	Amortization Installment $	Year	Amortization Installment $

*

* Final maturity

As more particularly set forth in the Indenture, any Series 2025 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2025 Bonds. Amortization Installments are also subject to recalculation, as provided in the First Supplemental Indenture, as the result of the redemption of Series 2025 Bonds (other than (i) Series 2025 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2025 Bonds purchased at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture) so as to re-amortize the remaining Outstanding principal balance of the Series 2025 Bonds as set forth in the First Supplemental Indenture.

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2025 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part, pro rata, in the manner provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2025 Project, by application of moneys transferred from the Series 2025 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2025 Prepayments and transfers made pursuant to Section 403 of the First Supplemental Indenture, required by the Indenture to be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account; or

(c) from amounts transferred to the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account resulting from a reduction in the Series 2025 Reserve Account Requirement as provided for in the Indenture; or

(d) on and after the date on which the amount on deposit in the Series 2025 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2025 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2025 Bonds shall be called for redemption, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice and Effect of Redemption

Notice of each redemption of Series 2025 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2025 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2025 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2025 Bonds or such portions thereof on such date, interest on such Series 2025 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2025 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2025 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

The information in this section concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2025 Bonds and will be deposited with DTC.

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

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are

to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to such Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture or other related documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding such Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2025 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary

practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2025 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, AS NOMINEE OF DTC, REFERENCE HEREIN TO THE OWNER OF THE SERIES 2025 BONDS OR REGISTERED OWNERS OF THE SERIES 2025 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS.

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

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2025 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

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SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds are payable solely from and secured by the Series 2025 Trust Estate, which consists of the Series 2025 Pledged Revenues and the Series 2025 Pledged Funds.

The Series 2025 Pledged Revenues are defined in the First Supplemental Indenture to mean the "Series 2025 Assessment Revenues" which are all revenues derived by the District from the Series 2025 Assessments, including proceeds from any foreclosure of the lien of Delinquent Series 2025 Assessments, and any statutory interest on the Delinquent Series 2025 Assessments collected by the District in excess of the rate of interest on the Series 2025 Bonds.

The Series 2025 Pledged Funds are defined in the First Supplemental Indenture to mean all of the Funds and Accounts created under the First Supplemental Indenture, including the Subaccounts therein, other than the Series 2025 Rebate Account. The Series 2025 Pledged Funds, together with the Series 2025 Pledged Revenues, are referred to herein as the "Series 2025 Trust Estate".

NEITHER THE SERIES 2025 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2025 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2025 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2025 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2025 TRUST ESTATE, COMPRISED OF THE SERIES 2025 PLEDGED REVENUES AND THE SERIES 2025 PLEDGED FUNDS, PLEDGED TO THE SERIES 2025 BONDS, ALL AS PROVIDED IN THE SERIES 2025 BONDS AND IN THE INDENTURE.

The Series 2025 Assessments will be allocated as described under "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein. The Series 2025 Assessments represent an allocation of the Costs of the Series 2025 Project, including bond financing costs, to the assessable land in the District subject to the Series 2025 Assessments, in accordance with the Assessment Reports attached hereto as composite APPENDIX B.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: (a) within the Acquisition and Construction Fund, (i) a Series 2025 Acquisition and Construction Account and (ii) a Series 2025 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2025 Debt Service Account and therein a Series 2025 Sinking Fund Account, a Series 2025 Interest Account and a Series 2025 Capitalized Interest Account and (ii) a Series 2025 Redemption Account and therein a Series 2025 Prepayment Subaccount and a Series 2025 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2025 Reserve Account, which Account shall be held for the benefit of all of the Series 2025 Bonds, without distinction as to Series 2025 Bonds and without privilege or priority of one Series 2025 Bond over another; (d) within the Revenue Fund, a Series 2025 Revenue Account; and (e) within the Rebate Fund, a Series 2025 Rebate Account. The Series 2025 Pledged Funds are held in trust only for the benefit of the Series 2025 Bonds.

Series 2025 Reserve Account and Series 2025 Reserve Account Requirement

The Series 2025 Reserve Account shall be funded and maintained at all times, subject to the provisions of the First Supplemental Indenture, in an amount equal to the Series 2025 Reserve Account Requirement. The Series 2025 Reserve Account Requirement means, until such time as the Series 2025 Reserve Account Release Conditions have been met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2025 Bonds as of the time of any such calculation, which on the date of issuance of the Series 2025 Bonds is equal to $_____. Upon receipt by the Trustee of the Series 2025 Reserve Release Certifications and thereafter, the Series 2025 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2025 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculations, the determination of the "Outstanding Series 2025 Bonds" shall take into account any redemptions of Series 2025 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Excess amounts on deposit in the Series 2025 Reserve Account as a result of the Series 2025 Reserve Account Release Conditions having been met shall be transferred in accordance with Section 405 of the First Supplemental Indenture. Upon the initial issuance of the Series 2025 Bonds, the Series 2025 Reserve Account Requirement does not exceed the least of (a) 125% of the average annual Debt Service for all Outstanding Series 2025 Bonds calculated as of the date of original issuance thereof; (b) 10% of the aggregate net proceeds of the Series 2025 Bonds calculated as of the date of original issuance thereof; or (c) the Maximum Annual Debt Service Requirement for the Outstanding Series 2025 Bonds calculated as of the date of original issuance thereof.

Series 2025 Reserve Account Release Conditions is defined in the First Supplemental Indenture to mean, with respect to the Series 2025 Reserve Account, collectively, that (i) all residential units/homes to be subject to the Series 2025 Assessments have been built, sold and closed with end-users, (ii) all Series 2025 Assessments are being collected pursuant to the Uniform Method, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2025 Bonds.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2025 Reserve Account shall be used only for the purpose of making payments into the Series 2025 Interest Account and the Series 2025 Sinking Fund Account to pay Debt Service on the Series 2025 Bonds, when due, without distinction as to Series 2025 Bonds and without privilege or priority of one Series 2025 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2025 Reserve Account shall consist only of cash and Series 2025 Investment Obligations.

Upon satisfaction of the Series 2025 Reserve Account Release Conditions, an Authorized Officer of the District shall provide the Series 2025 Reserve Release Certifications to the Trustee, upon which certifications the Trustee may conclusively rely, and thereupon an Authorized Officer of the District shall recalculate the Series 2025 Reserve Account Requirement and instruct the Trustee to transfer any excess as a result of having met the Series 2025 Reserve Account Release Conditions to the Series 2025 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2025 Acquisition and Construction Account has been closed, in which case such excess shall be transferred to the Series 2025 Prepayment Subaccount.

Anything in the Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), (or such other date that corresponds to the date mutually determined by the Trustee and the District pursuant to Section 408(c) of the First Supplemental Indenture), the Trustee is authorized and directed by the Indenture to recalculate the Series 2025 Reserve Account Requirement and to transfer any excess on deposit in the Series 2025 Reserve Account (other than excess resulting from investment earnings which shall be applied as provided in Section 408(f) of the First Supplemental Indenture) into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account to be applied to the extraordinary mandatory redemption of the Series 2025 Bonds as provided in the Series 2025 Bonds.

On the earliest date on which there is on deposit in the Series 2025 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2025 Bonds, together with accrued interest on such Series 2025 Bonds to the earliest date of redemption permitted in the Series 2025 Bonds and in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2025 Reserve Account into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account to pay and redeem all of the Outstanding Series 2025 Bonds on the earliest date of redemption permitted in the Series 2025 Bonds and the Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2025 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Series 2025 Assessments.

The Master Indenture provides that any deficiency in the Series 2025 Reserve Account determined upon valuation of the Series 2025 Reserve Account pursuant to Section 509 of the Master Indenture shall not, in and of itself, constitute an Event of Default with respect to the related Series of Bonds or require any action by the District unless an Event of Default has occurred, in which case, upon receipt of notice of a deficiency while an Event of Default has occurred and is continuing, the District shall immediately pay the amount of such deficiency to the Trustee, for deposit in the Series 2025 Reserve Account, from any legally available sources of the District.

Flow of Funds and Investments

(a) The First Supplemental Indenture authorizes and directs the Trustee to deposit into the Series 2025 Revenue Account any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2025 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2025 Revenue Account the Series 2025 Pledged Revenues, other than the Series 2025 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2025 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day) (or such other date mutually determined by the Trustee and the District that is closer to a particular Quarterly Redemption Date and will give the Trustee sufficient time to provide notice of the extraordinary mandatory redemption of the Series 2025 Bonds as provided in the First Supplemental Indenture), the Trustee shall determine the amount on deposit in the Series 2025 Prepayment Subaccount of the Series 2025 Redemption Account, and, if the balance therein is greater than zero, shall transfer, but only at the written direction of the District, from the Series 2025 Revenue Account for deposit into the Series 2025 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2025 Bonds on the next Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2025 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2025 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2025 Bonds set forth in the form of Series 2025 Bonds attached to the First Supplemental Indenture and in accordance with certain specified provisions of the Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2025 Capitalized Interest Account to the Series 2025 Interest Account the lesser of (i) the amount of interest coming due on the Series 2025 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (ii) the amount remaining in the Series 2025 Capitalized Interest Account.

Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer amounts from the Series 2025 Revenue Account to the Funds and Accounts designated below the following amounts in the following order of priority:

FIRST, to the Series 2025 Interest Account, an amount equal to the amount of interest payable on all Series 2025 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2025 Capitalized Interest Account in accordance with Section 403(b) and Section 408(d) of the First Supplemental Indenture, and less any other amount already on deposit in the Series 2025 Interest Account not previously credited;

SECOND, on each May 1, commencing May 1, 20__, to the Series 2025 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2025 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2025 Sinking Fund Account not previously credited;

THIRD, to the Series 2025 Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2025 Reserve Account Requirement with respect to the Series 2025 Bonds; and

FOURTH, the balance shall be retained in the Series 2025 Revenue Account subject to the following paragraph.

Anything in the Indenture to the contrary notwithstanding, it shall not, in and of itself, constitute an Event of Default under the Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor. The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the District, withdraw any moneys held for the credit of the Series 2025 Revenue Account as of November 2nd of such year which are not otherwise required to be deposited to other Funds and Accounts pursuant to Section 408 of the First Supplemental Indenture on such immediately preceding Interest Payment Date and deposit such moneys first to the credit of the Series 2025 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), if the Trustee has received a certification from the District by such date detailing the amount of such obligation which shall be deposited. Any remaining amounts in the Series 2025 Revenue Account on November 2nd of any calendar year after making the payment, if any, required under the immediately preceding sentence, may next be transferred to the District, at its

written request, to be used for any lawful purpose of the District; provided, however, that on the proposed payment date of any proposed transfer to the District, the Trustee's fees and expenses are current and the Trustee is authorized to debit the Revenue Account to pay such fees and expenses and the amount on deposit in the Series 2025 Reserve Account shall be equal to the Series 2025 Reserve Account Requirement and provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture.

(e) On any date required by the Code, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2025 Revenue Account to the Series 2025 Rebate Account established for the Series 2025 Bonds in 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 the Code.

(f) Moneys on deposit in all of the Funds and Accounts held as security for the Series 2025 Bonds shall be invested only in Series 2025 Investment Obligations, and further, earnings on the Series 2025 Acquisition and Construction Account, the Series 2025 Interest Account and the Series 2025 Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Accounts or subaccounts. Earnings on investments in the Funds and Account other than the Series 2025 Reserve Account, and other than as set forth in the preceding sentence, shall be deposited, as realized, to the credit of the Series 2025 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2025 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2025 Reserve Account as of the most recent date on which amounts on deposit in the Series 2025 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2025 Reserve Account since such date which have created a deficiency, then earnings on the Series 2025 Reserve Account shall be deposited into the Series 2025 Capitalized Interest Account through May 1, 2026, and, thereafter earnings on the Series 2025 Reserve Account shall, prior to the date the Series 2025 Acquisition and Construction Account is closed, be deposited into the Series 2025 Acquisition and Construction Account and used for the purpose of such Account and after such date shall be deposited into the Series 2025 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2025 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2025 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2025 Reserve Account shall be deposited into the Series 2025 Reserve Account until the amount on deposit therein is equal to the Series 2025 Reserve Account Requirement, and then, earnings on the Series 2025 Reserve Account shall be deposited into the Series 2025 Capitalized Interest Account through May 1, 2026, and thereafter, earnings on the Series 2025 Reserve Account shall,

prior to the date the Series 2025 Acquisition and Construction Account is closed, be deposited into the Series 2025 Acquisition and Construction Account and used for the purpose of such Account and after such date, shall be deposited into the Series 2025 Revenue Account and used for the purpose of such Account.

Developer Agreements

The Developer will enter into a completion agreement with the District (the "Completion Agreement") that will obligate it to complete the portion of the Series 2025 Project not funded with proceeds of the Series 2025 Bonds. See "BONDOWNERS' RISKS" herein.

In addition, the Developer will execute and deliver to the District a Collateral Assignment Agreement (the "Collateral Assignment"), pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, development rights relating to the Series 2025 Project. Notwithstanding such Collateral Assignment, in the event the District forecloses on lands in the Series 2025 Project area subject to the Series 2025 Assessments as a result of the Developer's, a Builder's or any other landowner's failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Series 2025 Project or the development of the Series 2025 Project area.

Finally, the Developer will also enter into a True-Up Agreement in connection with the Series 2025 Project area, pursuant to which the Developer is obligated to pay true-up payments in the event that debt levels remaining on unplatted lands in the Series 2025 Project area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX B – ASSESSMENT REPORTS" for additional information regarding the "true-up mechanism."

Such obligations of the Developer are unsecured obligations.

Covenants with Regard to Enforcement and Collection of Delinquent Assessments

The District covenants in the Indenture to comply with the terms of the proceedings adopted with respect to the Series 2025 Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy and collect the Series 2025 Assessments as set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2025 Bonds when due. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2025 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Series 2025 Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of Delinquent Series 2025 Assessments that are directly billed and collected by the District, all in a manner consistent with the Indenture.

Subject to the next succeeding sentence, Series 2025 Assessments shall be collected pursuant to the Uniform Method; provided, that Series 2025 Assessments levied on platted lots owned by the Developer and/or builders and Series 2025 Assessments levied on unplatted lands

shall be billed and collected directly by the District pursuant to the Act and Chapter 170 and 197, Florida Statutes, and not pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce Series 2025 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2025 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, the Series 2025 Assessments shall be collected pursuant to the Uniform Method; provided that Series 2025 Assessments levied on platted lots owned by the Developer and/or builders and Series 2025 Assessments levied on unplatted lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method; provided, however, the Trustee, acting at the direction of the Majority Owners of the Series 2025 Bonds Outstanding may deliver a notice to the District directing the District to collect the Delinquent Series 2025 Assessments in a different manner permitted by the Act and Chapters 170 and 197, Florida Statutes, provided that (i) such direction shall be in the form attached as Exhibit E to the First Supplemental Indenture, (ii) the District shall not be required to comply with such direction until it is able to change the manner of collection in accordance with applicable Florida law; and (iii) the District shall not be required to comply with any direction that is not provided strictly in the form of Exhibit E to the First Supplemental Indenture, as applicable. The First Supplemental Indenture further provides that all Series 2025 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner at such times as determined by the District, but no later than thirty-one (31) Business Days prior to each Interest Payment Date; provided, however, that such Series 2025 Assessments shall not be deemed to be Delinquent Series 2025 Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

The following provisions shall apply with respect to the Series 2025 Assessments and the Series 2025 Bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS – General":

(a) If any property shall be offered for sale for the nonpayment of any Series 2025 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2025 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written direction of the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity (each, an "SPE"), may purchase the property for an amount less than or equal to the balance due on the Series 2025 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2025 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2025 Revenue Account. The District, either through its own actions, or actions caused to

be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding, agrees that the District shall, after being provided assurances satisfactory to it of payment of the District's fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2025 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the written direction of the Majority Owners of the Series 2025 Bonds Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds. The District shall not be required to execute any documentation evidencing the extinguishment or release of the lien of the Series 2025 Assessments and Series 2025 Bonds following the sale of property pursuant to the preceding sentence without receipt of written evidence satisfactory to the District that all of the Owners of the Series 2025 Bonds concur with such extinguishment or release. With respect to any SPE: (i) the books and records of the SPE shall be deemed subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject; and (ii) in addition to the information to be provided to the District pursuant to Section 403(c) of the First Supplemental Indenture, such SPE shall provide to the District Manager any information regarding the SPE and its activities requested by or on behalf of the District within five (5) Business Days following such request, and by purchasing the Series 2025 Bonds, the Owners thereof are deemed to agree to cause any SPE not owned or controlled by the District to comply with the foregoing to the extent legally able to do so.

(b) The District acknowledges and agrees in the Indenture that (i) upon failure of any property owner to pay when due any installment of Series 2025 Assessments that are billed directly by the District, that the entire Series 2025 Assessments levied on the property for which such installment of Series 2025 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written direction of the Trustee, acting at the direction of the Majority Owners of the Series 2025 Bonds Outstanding, the District after being provided assurances satisfactory to it of payment, of its fees, costs and expenses for doing so, shall promptly, but in any event within one hundred twenty (120) days of the receipt of such direction, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Series 2025 Assessments, 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 provided by Florida law. Such direction shall be in the form of Exhibit F to the First Supplemental Indenture and the District shall not be required to comply with any direction that is not provided strictly in the form of such Exhibit F.

(c) The Indenture provides that the District and/or the Trustee, to the extent acting individually or jointly, in pursuing foreclosure proceedings with respect to any lot or parcel delinquent in the payment of any Series 2025 Assessments shall be entitled to first recover from any foreclosure, before such proceeds are applied to the payment of principal or interest on the Series 2025 Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs could be construed as Series 2025 Assessments or Series 2025 Pledged

Revenues or are otherwise held under the Indenture provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds.

Limitation on Parity Bonds

Pursuant to the First Supplemental Indenture, other than Bonds issued to refund all of the then Outstanding Series 2025 Bonds, the issuance of which results in net present value debt service savings, the District shall not, while any Series 2025 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2025 Trust Estate. The District further covenants that it will not impose Assessments for capital projects on any property then subject to the Series 2025 Assessments, without the written consent of the Majority Owners of the Series 2025 Bonds Outstanding, unless the Series 2025 Assessments have been Substantially Absorbed. The Trustee is entitled to assume that the Series 2025 Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of the District to the contrary on which the Trustee may conclusively rely.

"Substantially Absorbed" is defined in the First Supplemental Indenture to mean the date when at least ninety percent (90%) of the principal portion of the Series 2025 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy.

The First Supplemental Indenture further provides that notwithstanding the limitations described in the first paragraph above, the District at any time may issue additional Bonds or other obligations payable from additional Assessments encumbering the land subject to the Series 2025 Assessments which are necessary, as determined by the District, for health, safety or welfare reasons or to remediate a natural disaster or Operation and Maintenance Assessments.

Events of Default

Pursuant to the operation of the applicable provisions of the Master Indenture, each of the following events is an Event of Default with respect to the Series 2025 Bonds:

(a) Any payment of Debt Service on the Series 2025 Bonds is not made when due;

(b) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2025 Project;

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

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

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

(f) Any portion of the Series 2025 Assessments shall have become Delinquent Series 2025 Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2025 Reserve Account to pay Debt Service on the Series 2025 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners of the Series 2025 Bonds Outstanding, actually withdraw such funds from the Series 2025 Reserve Account to pay Debt Service on the Series 2025 Bonds) (a "Reserve Account Event"); unless within sixty (60) days from the Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the Series 2025 Reserve Account or (ii) the portion of the Delinquent Series 2025 Assessments giving rise to the Reserve Account Event are paid and are no longer Delinquent Assessments;

(g) Material breach by the District of any material covenant made by it in the Indenture, the breach of which adversely impacts the District's ability to pay Debt Service on the Series 2025 Bonds Outstanding, and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of the Series 2025 Bonds Outstanding; 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 under the Indenture if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; and

(h) More than twenty-five percent (25%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to Series 2025 Assessments, the revenues from which are pledged to pay the Series 2025 Bonds, are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Owner Direction and Consent with Respect to Series 2025 Acquisition and Construction Account Upon Occurrence of Event of Default

The District acknowledges in the Indenture that (i) the Series 2025 Pledged Funds include, without limitation, all amounts on deposit in the Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the

occurrence and during the continuance of an Event of Default with respect to the Series 2025 Bonds, the Series 2025 Pledged Funds may not be used by the District (whether to pay costs of the Series 2025 Project or otherwise) without the consent of the Majority Owners of the Series 2025 Bonds Outstanding, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2025 Project and for which payment is due and owing for such work (and a certificate of an Authorized Officer as to whether such binding obligation has been incurred delivered to the Trustee in the form of Exhibit D to the First Supplemental Indenture shall be conclusive evidence of the same on which the Trustee may rely), and (iii) upon the occurrence and during the continuance of an Event of Default with respect to the Series 2025 Bonds, the Series 2025 Pledged Funds may be used by the Trustee and/or the District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners of the Series 2025 Bonds Outstanding, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2025 Bonds and provided, further, that every use of Series 2025 Pledged Funds for such purpose shall be accompanied by detailed invoices for such costs and expenses delivered to the District Manager of the District indicating the purpose for which Series 2025 Pledged Funds are to be applied and such invoices shall be subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject. After the occurrence and during the continuance of an Event of Default, the District shall not enter into any binding agreement(s) to expend any amounts included in the Series 2025 Trust Estate unless authorized in writing by the Majority Owners of the Series 2025 Bonds Outstanding.

Following an Event of Default, any direction to the District permitted to be given by the Trustee and/or the Owners of the Series 2025 Bonds Outstanding in accordance with the Indenture must be in writing, signed by the Trustee and the Majority Owners of the Series 2025 Bonds Outstanding and, with respect to certain directions, in the applicable forms attached to the First Supplemental Indenture.

Provisions Relating to Bankruptcy or Insolvency of Landowner

(a) As a result of the provisions of Section 913 of the Master Indenture, the following applies to the Series 2025 Assessments and the Outstanding Series 2025 Bonds pursuant to the Master Indenture. The provisions of Section 913 of the Master Indenture shall be applicable to the Outstanding Series 2025 Bonds both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any parcel or parcels which are in the aggregate subject to at least three percent (3%) of the Series 2025 Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). If the District becomes aware of a Proceeding with respect to the Series 2025 Assessments it shall provide notice thereof to the Trustee.

(b) The District acknowledges and agrees in the Master Indenture that, although the Series 2025 Bonds were issued by the District, the Owners of the Series 2025 Bonds are

categorically the party with the ultimate financial stake in the applicable transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District agrees in the Master Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2025 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2025 Assessments and Outstanding Series 2025 Bonds or any rights of the Trustee under the Indenture; provided, however, that the Majority Owners of the Series 2025 Bonds Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners of the Series 2025 Bonds Outstanding or the Trustee, acting at the direction of such Majority Owners, within sixty (60) days following request for consent;

(ii) the District agrees in the Master Indenture that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2025 Assessments and Series 2025 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District agrees in the Master Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such applicable Proceeding (provided, however, the Majority Owners of the Series 2025 Bonds Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from such Majority Owners and the Trustee within sixty (60) days following delivery to such Majority Owners and the Trustee of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such applicable Proceeding that the District, as claimant with respect to the Series 2025 Assessments related to the Series 2025 Bonds Outstanding, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any applicable Proceeding of any applicable Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2025 Assessments relating to the Series 2025 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the applicable Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale

motion, to propose a competing plan of reorganization or liquidation or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such applicable Proceeding by the Trustee or any valuations of the lands owned by any applicable Insolvent Taxpayer submitted in good faith by the Trustee in such applicable Proceeding or take any other action in such applicable Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2025 Assessments relating to the Series 2025 Bonds Outstanding, or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees in the Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2025 Assessments, (ii) to deliver to the District 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.

(c) Notwithstanding the provisions of the immediately preceding paragraphs of this subsection, nothing in the provisions of this subsection shall preclude the District from becoming a party to an applicable Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such a manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not affirmatively seek to reduce the amount or receipt of Series 2025 Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any applicable Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2025 Assessments relating to the Series 2025 Bonds Outstanding, whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in subparagraph (b)(iv) above.

Re-Assessment

Pursuant to the Master Indenture, if any Assessments (including the Series 2025 Assessments) shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments are so irregular or defective that they cannot be enforced or collected, or if the District shall have omitted to make such Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment to be made for the whole or any part of the related improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment shall also be annulled, the District shall obtain and make other Assessments until a valid Assessment shall be made.

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ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2025 Bonds is the collection of the Series 2025 Assessments ("Special Assessments") imposed on certain lands in the District specially benefited by the Series 2025 Project pursuant to the Assessment Proceedings relating to the Series 2025 Bonds (the "Series 2025 Assessment Proceedings"). See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORTS."

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Manatee County Tax Collector ("Tax Collector") or the Manatee County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Series 2025 Assessments, or complete inability to collect any Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2025 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2025 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the Series 2025 Project to the lands subject to the Special Assessments must exceed or equal the amount of the Series 2025 Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefited properties. The Certificates of the Assessment Consultant and District Engineer to be delivered upon the issuance of the Series 2025 Bonds, will certify that these requirements have been met with respect to the Special Assessments. In the event that the Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuance, the Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act and the Series 2025 Assessments, the District may collect the Series 2025 Assessment Proceedings through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties, the District will directly issue annual bills to landowners requiring payment of the Series 2025 Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B" hereto. For platted lands, the Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

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

Enforcement of the obligation to pay Special Assessments such as the Series 2025 Assessments and the ability to foreclose the lien of such Series 2025 Assessments upon the failure to pay such Series 2025 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Special Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

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

the increment owing for the Special Assessments. In other words, any partial prepayment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2025 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2025 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (1%) in February. No discount is given for payment in March or later. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2025 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Special Assessment Proceedings to discharge the lien of the Series 2025 Assessments and all other liens that are coequal therewith.

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

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

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder, other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

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

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

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

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) years from the date the land was offered for public sale, unsold lands escheat to the County in which they are located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property are canceled and a tax deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Special Assessments, which are the primary source of payment of the Series 2025 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources:	
Par Amount of Series 2025 Bonds	$
[Less/Plus][Net] Original Issue [Discount/Premium]	
Total Sources	
Uses:	
Deposit to Series 2025 Acquisition and Construction Account	
Deposit to Series 2025 Reserve Account	
Deposit to Series 2025 Costs of Issuance Account	
Deposit to Series 2025 Capitalized Interest Account*	
Underwriter's Discount	
Total Uses	

* Capitalized interest will be funded through May 1, 2026.

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DEBT SERVICE REQUIREMENTS FOR SERIES 2025 BONDS

The following table sets forth the scheduled debt service on the Series 2025 Bonds (rounded to the nearest whole dollar):

Period Ending November 1,	Principal	Interest	Total Debt Service
	$	$	$
TOTAL	**$**	**$**	**$**

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BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2025 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2025 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2025 Bonds. Prospective investors in the Series 2025 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2025 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Limited Pledge

The principal security for the payment of the principal of and interest on the Series 2025 Bonds is the timely collection of the Series 2025 Assessments. Recourse for the failure of any landowner to pay the Series 2025 Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2025 Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2025 Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land subject to the Series 2025 Assessments. The District has not granted, and may not grant under State law, a mortgage or security interest on any land subject to the Series 2025 Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the Series 2025 Project as security for, or a source of payment of, the Series 2025 Bonds. The Developer is not a guarantor of payment of any Series 2025 Assessments and the recourse for the Developer's failure to pay the Series 2025 Assessments on any land owned by the Developer in the District that is subject to the Series 2025 Assessments, like any landowner, is limited to the collection proceedings against such land. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2025 Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2025 Assessments in the event that actions are taken to foreclose on any property subject to the Series 2025 Assessments.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, including the Developer, if applicable, the remedies specified by federal, state and local law and

in the Indenture and the Series 2025 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2025 Assessments, may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) any landowner being able to pay the Series 2025 Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy, to the extent the Uniform Method is being utilized for collecting the Series 2025 Assessments, and (3) the District to foreclose the lien of the Series 2025 Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies, could have a material adverse effect on the District's ability to make the full or punctual payment of Debt Service on the Series 2025 Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the Owners of the Series 2025 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2025 Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2025 Assessments, if the Series 2025 Assessments are not collected under the Uniform Method, a foreclosure may be commenced to collect the delinquent Series 2025 Assessments. It is possible that there will not be sufficient funds to pay for the foreclosure, and/or that funds on deposit under the Indenture may not be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of the Series 2025 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

To the extent that any portion of the Series 2025 Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2025 Assessments are not being collected by the Uniform Method, the ability of the District to sell land subject thereto upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. The determination of the benefits to be received by the benefited land within the District as a result of implementation and development of the Series 2025 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value

of the land could potentially be ultimately less than the debt secured by the Series 2025 Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse effect could render the District unable to collect Delinquent Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2025 Bonds.

Landowner Challenge of Assessed Valuation

State law provides both administrative and judicial procedures whereby a taxpayer may contest the assessed valuation of his or her property determined by the Property Appraiser. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (i) request an informal conference with the Property Appraiser to resolve the issue, (ii) file a petition with the clerk of the county value adjustment board, or (iii) appeal to the Circuit Court within sixty (60) days of the certification for collection of the tax roll or within sixty (60) days of the issuance of a final decision by the value adjustment board. A petitioner before the value adjustment board who challenges the assessed value of property must pay all non-ad valorem assessments and make a partial payment of at least 75% of the ad valorem taxes, less any applicable discount, before the taxes become delinquent. Before any judicial action to contest a tax assessment may be brought, the taxpayer shall pay to the tax collector not less than the amount of the tax which the taxpayer admits in good faith to be owing. During any such proceeding, all procedures for the collection of the unpaid taxes are suspended until the petition or suit is resolved. This could result in a delay in the collection of all or any portion of the Series 2025 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of the Debt Service on the Series 2025 Bonds.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2025 Assessments. Failure of the District to follow these procedures could result in the Series 2025 Assessments not being levied or potential future challenges to such levy.

Other Taxes

The willingness and/or ability of a landowner of property in the District subject to the Series 2025 Assessments to pay the Series 2025 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality and other special districts, could, without the consent of the owners of the land subject to the Series 2025 Assessments, impose additional taxes or assessments on the property within the District subject to the Series 2025 Assessments. County, municipal, school and special district taxes and assessments, including the Series 2025 Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds are payable at the same time when collected under the

Uniform Method, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment, the taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2025 Assessments, would result in such landowner's assessments to not be collected to that extent, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2025 Bonds.

Subject to certain conditions precedent, the District may impose additional debt assessments which could encumber the property burdened by all or any portion of the Series 2025 Assessments. See, "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS – Limitation on Parity Bonds – Series 2025 Bonds" herein. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2025 Assessments. In addition, lands within the District may also be subject to assessments by property and homeowners' associations.

Inadequacy of Reserve Account

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2025 Assessments or a failure to collect the Series 2025 Assessments, but may not affect the timely payment of Debt Service on the Series 2025 Bonds because of the Series 2025 Reserve Account established by the District for the Series 2025 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2025 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2025 Assessments, the Series 2025 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. Owners should note that although the Indenture contains the Series 2025 Reserve Account Requirement for the Series 2025 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2025 Reserve Account to the Series 2025 Reserve Account Requirement, subject to the provisions of the Indenture, the District does not have a designated revenue source for replenishing the Series 2025 Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by all or any portion of the Series 2025 Assessments in order to provide for the replenishment of the Series 2025 Reserve Account.

Moneys on deposit in the Series 2025 Reserve Account may only be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2025 Reserve Account to make up deficiencies or delays in collection of Series 2025 Assessments.

Economic Conditions

The proposed development of the Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer or subsequent landowners or the District. Although the Developer expects to continue to develop lots to build homes thereon to sell to end users, there can be no assurance that such sales will occur or be realized in the manner currently anticipated.

Concentration of Land Ownership

Until further development and lot or home sales take place within the District, payment of the Series 2025 Assessments is substantially dependent upon their timely payment by the Developer. At closing of the sale of the Series 2025 Bonds it is expected that all or a substantial portion of the lands subject to the Series 2025 Assessments will continue to be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property subject to the Series 2025 Assessments, delays could most likely occur in the payment of Debt Service on the affected Series 2025 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or any other landowner being able to pay the Series 2025 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2025 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2025 Assessments not being collected pursuant to the Uniform Method. The Series 2025 Assessments levied on unplatted lands will be collected directly by the District and not via the Uniform Method unless the Board determines that such method of collection is not in the best interest of the District or unless, in an Event of Default, the Majority Owners of the Series 2025 Bonds Outstanding direct the District as to the collection method for the Series 2025 Assessments, so long as such method complies with State law.

Undeveloped Land

The lands within the anticipated Assessment Area One are only partially developed. The ultimate successful development completion of the acreage ultimately comprising Assessment Area One and the remainder of the lands within the District depends on several factors discussed herein. There is no assurance that the Developer and other landowners will be successful in developing part or all of the undeveloped acreage.

Change in Development Plans

The Developer has the right to modify or change plans for development of property within the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and the District may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Bulk Sale of Land

The Developer may make bulk sales of all or a portion of the lands owned by it within the District at any time. Bulk sale agreements may be canceled or amended, without the consent of the District or any other party. Such changes could affect the purchase price of, delivery timing and/or development of lots within the District that are otherwise described herein.

Completion of Series 2025 Project

The Series 2025 Bond proceeds will not be sufficient to finance the completion of the Series 2025 Project or any other portion of the CIP. The portions of the Series 2025 Project not funded with proceeds of the Series 2025 Bonds have been, and are expected to continue to be, funded with contributions from the Developer. There is no assurance that the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2025 Bonds, the Developer will enter into the Completion Agreement whereby the Developer will agree to complete that portion of the Series 2025 Project that is not financed with proceeds of the Series 2025 Bonds or an additional Series of Bonds subsequently issued by the District, which determination to issue such additional Bonds shall be in the District's sole discretion and is subject to a variety of other factors, many of which are outside of the control of the District. The Developer's obligations under the Completion Agreement are unsecured. See "THE DEVELOPMENT – Land Acquisition/Development Financing" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2025 BONDS – Developer Agreements" herein.

Upon issuance of the Series 2025 Bonds, the Developer will also execute and deliver to the District the Collateral Assignment Agreement pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to property owned by the Developer and subject to the Series 2025 Assessments as security for the Developer's payment and performance and discharge of its obligation to pay Series 2025 Assessments. However, there can be no assurance that the District will have sufficient moneys on hand to complete the improvements necessary for the development of such lands or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the improvements necessary for the development of such lands or the Series 2025 Project. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2025 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2025 Assessments. Failure to complete or substantial delays in the completion of the development of the lands subject to the Series 2025 Assessments or the Series 2025 Project due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which the Series 2025 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowner or landowners to pay the Series 2025 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2025 Bonds.

Regulatory and Environmental Risks

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

The value of the land within the District, the ability to complete the development of the Series 2025 Project or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2025 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See, "THE DEVELOPMENT – Environmental Matters" herein.

District May Not be Able to Obtain Permits

In connection with a foreclosure of the lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed above, the District and the Developer will enter into the Collateral Assignment Agreement upon issuance of the Series 2025 Bonds in which the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the District owned by the Developer. Notwithstanding the foregoing, in the event that the District forecloses on any property subject to the lien of the Series 2025 Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the landowner and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the development of the lands subject to the Series 2025 Assessments.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of

misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of Debt Service on the Series 2025 Bonds.

Infectious Viruses and/or Diseases

A novel coronavirus outbreak first identified in 2019 as causing coronavirus disease 2019 ("COVID-19") was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 varied at the local, state and national levels. In reaction to the pandemic declaration a variety of federal agencies, along with state and local governments, implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, including supply chain, inflation, and labor shortage issues, and could continue to have a lingering negative affect on economic growth and financial markets worldwide, including within the State. Although the World Health Organization no longer considers COVID-19 to be a global public health emergency, how long the foregoing negative impacts will last cannot be determined at this time; however, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on the Developer or subsequent landowners. While the foregoing describes certain risks related to the recent outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2025 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support the development and construction of the lands to be subject to the Series 2025 Assessments or the Series 2025 Project or the balance of the CIP and cause disruptions to the supply chain and insurance market for contractors and homebuyers. The occurrence of any such events could materially adversely affect the District's ability to collect the Series 2025 Assessments and pay Debt Service on the Series 2025 Bonds. The Series 2025 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Limited Secondary Market

The Series 2025 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2025 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2025 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2025 Bonds may be sold. Such

price may be lower than that paid by the current owner of the Series 2025 Bonds, depending on the progress of the Development, existing market conditions and other factors.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rates borne by the Series 2025 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2025 Bonds. These higher interest rates are intended to compensate investors in the Series 2025 Bonds for the risk inherent in the purchase of the Series 2025 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2025 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2025 Bonds, and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2025 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2025 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2025 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2025 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2025 Bonds will be required to pay income taxes on the interest received on such Series 2025 Bonds and related penalties. Because the interest rates on such Series 2025 Bonds will not be adequate to compensate owners of the Series 2025 Bonds for the income taxes due on such interest, the value of the Series 2025 Bonds may decline. Prospective purchasers of the Series 2025 Bonds should evaluate whether they can own the Series 2025 Bonds in the event that the interest on the Series 2025 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Audit and Examination Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2025 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law. Owners of the Series 2025 Bonds are advised that, if the IRS does audit the Series 2025 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2025 Bonds may have limited rights to participate in such procedure.* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2025 Bonds until the audit is concluded, regardless of the

* Owners of the Series 2025 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2025 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2025 Bonds may adversely impact any secondary market for the Series 2025 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2025 Bonds may be sold.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax exempt status, but has advised such districts that such districts must have public electors within the timeframe established by applicable State law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six (6) years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected or appointed by the landowners and none were elected or appointed by qualified electors.

Florida Village Center CDD TAM

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

to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

Legislative Proposals and State Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2025 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2025 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2025 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2025 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2025 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for, or marketability of, the Series 2025 Bonds.

Loss of Exemption from Securities Registration

Since the Series 2025 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of the Series 2025 Bonds may not be able to rely on the exemption from registration relating to securities issued by political

subdivisions. In that event, the owners of the Series 2025 Bonds would need to ensure that subsequent transfers of the Series 2025 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Bond Counsel, District Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, neither the District nor the Underwriter guarantees the performance of such professionals.

Mortgage Default and FDIC

In the event a bank forecloses on a property subject to the Series 2025 Assessments because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2025 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay the Series 2025 Assessments.

The risks described under this "BONDOWNERS' RISKS" section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2025 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, to visit the District and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2025 Bonds.

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TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, as more fully described below, under existing law and assuming continuing compliance by the District with certain tax covenants, the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not treated as an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals under the Code; however, the interest on the Series 2025 Bonds is included in the "adjusted financial statement income" of certain corporations on which the federal alternative minimum tax is imposed under the Code.

The foregoing opinions of Bond Counsel are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order for interest on the Series 2025 Bonds to be excludable from gross income for federal income tax purposes. The District has covenanted to comply with such requirements.

The scope of the foregoing opinions of Bond Counsel is limited to matters addressed above and no opinion is expressed by Bond Counsel regarding other federal income tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2025 Bonds. In rendering such opinions, Bond Counsel further assumes and relies upon (i) without undertaking to verify the same by independent investigation, the accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact of the District with respect to matters affecting the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes under the Code; and (ii) continuing compliance by the District with the applicable requirements of the Code as to such tax matters and certain procedures, agreements and covenants that must be met subsequent to the issuance of the Series 2025 Bonds in order that interest on the Series 2025 Bonds be and remain excludable from gross income for federal income tax purposes.

In addition, in rendering the foregoing opinions, Bond Counsel will also assume and rely on, without undertaking to verify the same by independent investigation, the truthfulness, accuracy and completeness of certain agreements, covenants, certifications, representations, and statements of intention and reasonable expectation provided as of the date of issuance of the Series 2025 Bonds by the Developer, as the primary landowner and developer of the residential lands within the boundaries of the District, and certain certifications of the District's District Engineers and the District provided as of the date of issuance of the Series 2025 Bonds.

Bond Counsel has not been engaged or retained to monitor post-issuance compliance. Failure of the District to comply with such requirements may cause the interest on the Series 2025 Bonds to not be excludable from gross income for federal income tax purposes retroactively to

the date of issuance of the Series 2025 Bonds irrespective of the date on which such noncompliance occurs or is ascertained.

Bond Counsel's opinions set forth above are based upon current facts and circumstances, and upon existing law and interpretations thereof, as of the date such opinions are delivered and Bond Counsel assumes no affirmative obligation to update, revise or supplement such opinions to reflect any action thereafter taken or not taken or if such facts or circumstances, or laws or interpretations thereof, change after the date of such opinions, including, without limitation, changes that adversely affect the excludability of interest on the Series 2025 Bonds, even if such actions, inactions or changes come to Bond Counsel's attention. Further, such opinions are limited solely to the matters stated therein, and no opinion is to be implied or is intended beyond the opinions expressly stated therein. Moreover, the opinion of Bond Counsel is only an opinion and not a warranty or guaranty of the matters discussed or of a particular result and is not binding on the Internal Revenue Service (the "IRS") or the courts. See also "LEGAL MATTERS" herein.

Prospective purchasers of the Series 2025 Bonds should also be aware that ownership of the Series 2025 Bonds may result in adverse tax consequences under the laws of various states and local jurisdictions. Bond Counsel expresses no opinion regarding any state or local tax consequences of acquiring, carrying, owning or disposing of the Series 2025 Bonds. Prospective purchasers of the Series 2025 Bonds should consult their tax advisors as to any state and local tax consequences to them of owning the Series 2025 Bonds.

Reference is made to the proposed form of the opinion of Bond Counsel attached hereto as "APPENDIX D—Form of Opinion of Bond Counsel" for the complete text thereof.

Certain Collateral Federal Income Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2025 Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of any Series 2025 Bonds. Bond Counsel has not expressed an opinion regarding the collateral federal income tax consequences that may arise with respect to the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds should be aware that ownership of, receipt or accrual of interest on, or disposition of, tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S Corporations with "excess net passive income" and foreign corporations subject to the branch profits tax, individuals eligible to receive the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2025 Bonds.

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Information Reporting and Backup Withholding

Interest paid on tax-exempt obligations is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2025 Bonds, under certain circumstances, will be subject to "backup withholding" with respect to payments on the Series 2025 Bonds and proceeds from the sale of the Series 2025 Bonds. Any amounts so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Series 2025 Bonds. This withholding generally applies if the owner of the Series 2025 Bonds (i) fails to furnish the paying agent (or other person who would otherwise be required to withhold tax from such payments) such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes the paying agent an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the paying agent or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding.

Prospective purchasers of the Series 2025 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding and the procedures for obtaining exemptions.

Original Issue Premium

The Series 2025 Bonds maturing on May 1 in the years 20[__] through and including 20[__] (collectively, the "Premium Bond[s]") were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

The federal income tax treatment of original issue premium under the Code, including the determination of the amount of amortizable bond premium that is allocable to each year, is complicated. Purchasers of Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange or other disposition of, Premium Bonds.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds which are not purchased in the initial offering may be determined according to rules which differ from those described above.

Original Issue Discount

The Series 2025 Bonds maturing on May 1 in the years 20[__] through and including 20[__] (collectively, the "Discount Bond[s]") were sold at prices less than the stated principal amounts thereof. The difference between the principal amount of the Discount Bonds and price to the public, excluding underwriters and related parties thereto, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent and subject to the same considerations discussed above as to stated interest on the Series 2025 Bonds. Such interest is taken into account for purposes of determining the alternative minimum tax liability, and other collateral tax consequences, although the owner of such Discount Bonds may not have received cash in such year. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded on interest payment dates. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes to the same extent as interest payable on such Discount Bond equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond.

Purchasers of Discount Bonds should consult their own tax advisors regarding the treatment for federal income tax purposes of interest accrued upon sale, redemption or the disposition of Discount Bonds, including various special rules relating thereto, and the state and local tax consequences, in connection with the acquisition, ownership, accrual of discount on, sale, exchange or other disposition of, Discount Bonds.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased in the initial offering may be determined according to rules which differ from those described above.

Miscellaneous

Bond Counsel gives no assurance that any future legislation or clarifications or amendments to the Code, if enacted into law or that otherwise become effective, will not cause the interest on the Series 2025 Bonds to be subject, directly or indirectly, to federal income taxation or otherwise prevent the Owners of the Series 2025 Bonds from realizing the full current benefit of the tax status of the interest on the Series 2025 Bonds. During recent years, legislative proposals have been introduced in Congress, and in some cases have been enacted, that have altered or could alter certain federal tax consequences of owning obligations similar to the Series 2025 Bonds. In some cases, these proposals have contained provisions that were to be applied on a retroactive basis. It is possible that legislation could be introduced, including in the near term, that, if enacted, or that otherwise becomes effective, could change the federal tax consequences of owning the Series 2025 Bonds and, whether or not enacted, could adversely affect their market value. Prospective purchasers of the Series 2025 Bonds are encouraged to consult their own tax advisors regarding any pending or proposed federal legislation, as to which Bond Counsel expresses no view.

The IRS has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. In addition, reference is made to "BONDOWNERS' RISKS—IRS Audit and Examination Risk,' '-Florida Village Center CDD TAM' and '- Legislative Proposals and State Tax Reform'" herein regarding recent developments with respect to certain special district financings and special districts in Florida. No assurances can be given as to whether or not the IRS will open an audit of the Series 2025 Bonds to determine whether the interest thereon is includible in gross income for federal income tax purposes or as to whether the IRS would agree with the opinions of Bond Counsel, as described herein. If the IRS opens an audit of the Series 2025 Bonds, under current IRS procedures, the IRS will treat the District as the taxpayer, and the Owners of the Series 2025 Bonds may have no right to participate. The Indenture does not require the District to redeem the Series 2025 Bonds or to pay any additional interest or penalty in the event the interest on the Series 2025 Bonds becomes taxable.

The federal income tax consequences from the purchase, ownership and redemption, sale or other disposition of Series 2025 Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Purchasers of the Series 2025 Bonds at other than their original issuance at the respective prices indicated on the cover of this Limited Offering Memorandum should consult their own tax advisors regarding other tax considerations.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE OWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE OWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The Series 2025 Bonds are the first debt obligations to be issued by the District; therefore, the District is not and has not ever been in default as to principal and interest on any bonds or other debt obligations.

NO RATING OR CREDIT ENHANCEMENT

The Series 2025 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2025 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2025 Bonds, were validated by a Final Judgment in the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida, rendered on May 6, 2025, the appeal period from such final judgment expired with no appeal being filed.

LITIGATION

The District

There is no litigation now pending or, to the knowledge of the District, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2025 Bonds, or in any way contesting or affecting (i) the validity of the Series 2025 Bonds, or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2025 Bonds, (iii) the existence or powers of the District, or (iv) the validity of the Series 2025 Assessment Proceedings.

The Developer

In connection with the issuance of the Series 2025 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2025 Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

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CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC Rule"), the District, the Developer and Disclosure Services, LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of the Beneficial Owners to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2025 Bonds in each year (the "District Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenants by the District shall only apply, with respect to the Series 2025 Bonds, so long as the Series 2025 Bonds remain Outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of the Beneficial Owners to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Development (including, particularly, Assessment Area One) in each year (each a "Developer Report"). Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the Series 2025 Bonds, or (y) the date on which the Developer owns less than twenty percent (20%) of the real property encumbered by the Series 2025 Assessments that secure the Series 2025 Bonds; provided, however, that the Developer has covenanted and agreed in the Disclosure Agreement that if the Developer sells, assigns or otherwise transfers ownership of real property in Assessment Area One to a third party, the Developer will require the third party to comply with the disclosure obligations of the Developer under the Disclosure Agreement to the extent such third party will be an Obligated Person (as defined in the Disclosure Agreement).

The District Annual Report and each Developer Report (together, the "Reports") will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the District or Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the Series 2025 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule. A default under the Continuing Disclosure Agreement by any party thereto does not constitute a default under the Indenture.

With respect to the Series 2025 Bonds, no parties other than the District and the Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the SEC Rule.

District Continuing Compliance

During the five (5) years immediately preceding the issuance of the Series 2025 Bonds, the District has not been subject to any continuing disclosure undertakings.

Developer Continuing Compliance

During the five (5) years immediately preceding the issuance of the Series 2025 Bonds, the Developer has been subject to continuing disclosure undertakings with respect to the issuance of bonds by other community development districts in the State. In connection with the delivery of the Series 2025 Bonds, the Developer will represent that the Developer has complied in all material respects with such obligations in the previous five (5) years, except that certain quarterly filings and material event filings required to be made thereunder were not filed when due. Additionally, the Developer will represent, warrant and certify that it has procedures in place with respect to complying with its disclosure obligations and that it anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement and the SEC Rule.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase from the District the Series 2025 Bonds at a purchase price of $_____ (which is the par amount of the Series 2025 Bonds, [less/plus] [net] original issue [discount/premium], less an Underwriter's discount of $_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2025 Bonds if any Series 2025 Bonds are purchased.

The Underwriter intends to offer the Series 2025 Bonds to Accredited Investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2025 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Holland & Knight LLP, West Palm Beach, Florida, Bond Counsel, the proposed form of which is attached hereto as APPENDIX D, as to the validity of the Series 2025 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park,

Florida, for the Trustee by its counsel, Holland & Knight LLP, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

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

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2025 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

NO FINANCIAL STATEMENTS

To date, the District has not met the requirements necessary under State law to prepare audited financial statements. However, the District has covenanted in the form of Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District fiscal year ending September 30, 2025. The Series 2025 Bonds are not general obligation bonds of the District and are payable solely from the Series 2025 Pledged Revenues. See "CONTINUING DISCLOSURE" herein.

EXPERTS AND CONSULTANTS

The references herein to Atwell, LLC, as the District Engineer, have been approved by said firm. The Engineer's Reports prepared by such firm relating to the CIP and the Series 2025 Project have been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Reports do not purport to be adequate summaries of the CIP or the Series 2025 Project or complete in all respects. Such Engineer's Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein.

The references herein to JPWard and Associates, LLC, as the Assessment Consultant, have been approved by said firm. The Assessment Consultant's Assessment Reports prepared by such firm relating to the issuance of the Series 2025 Bonds have been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies.

References to and excerpts herein from such reports do not purport to be adequate summaries of such reports or complete in all respects. Such reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein.

DISCLOSURE OF MULTIPLE ROLES

JPWard and Associates, LLC is acting in dual capacities as both District Manager, responsible for the administrative operations of the District and Assessment Consultant. Holland & Knight LLP, Bond Counsel in connection with the Series 2025 Bonds, is also representing the Trustee for the Series 2025 Bonds. Atwell, LLC, the District Engineer, is also serving as the consulting engineer to the Developer. Kutak Rock LLP, as District Counsel in connection with the Series 2025 Bonds, also represents, and has represented, the Developer from time to time in connection with the establishment of other community development districts.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2025 Bonds. Payment of the fees of such professionals, except for the payment of certain fees to District Counsel and the Assessment Consultant, are each contingent upon the issuance of the Series 2025 Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Series 2025 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2025 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2025 Bonds that there has been no material adverse change in the information provided.

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

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

_____

Josh Tepper, Chairperson

APPENDIX A

ENGINEER'S REPORTS

APPENDIX B

ASSESSMENT REPORTS

APPENDIX C

FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT
(Series 2025 Bonds)

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated November __, 2025, is executed and delivered by the FIRETHORN COMMUNITY DEVELOPMENT DISTRICT (the "Issuer"), TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and its successors and assigns (the "Developer") and DISCLOSURE SERVICES, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its $_____ aggregate principal amount of Capital Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"). The Series 2025 Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2025 (the "Master Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented with respect to the Series 2025 Bonds by a First Supplemental Trust Indenture by and between the Issuer and the Trustee dated as of November 1, 2025 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2025 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

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

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

"Assessment Area One" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"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 Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2025 Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

"County Tax Collector" shall mean the Manatee County Tax Collector.

"Developer Report" shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Development" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Dissemination Agent" shall mean, initially, Disclosure Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

"District Manager" shall mean JPWard & Associates, LLC, or a successor District Manager.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"**Financial Obligation**" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Issuer Disclosure Representative" shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Limited Offering Memorandum" shall mean the final offering document relating to the Series 2025 Bonds.

"Listed Events" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"Obligated Person" shall mean any person, including the Issuer and the Developer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2025 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriter" shall mean the original underwriter of the Series 2025 Bonds required to comply with the Rule in connection with offering of the Series 2025 Bonds.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, due each May 1; (ii) June 30, due each August 1; (iii) September 30, due each November 1; and (iv) December 31, due each February 1 of the following year. The first Quarterly Filing Date shall be February 1, 2026, for the fiscal quarter ending December 31, 2025. If any Quarterly Filing Date falls on a date that is not a Business Day, then such Quarterly Filing Date shall be the next succeeding Business Day.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at "http://www.sec.gov/info/municipal/nrmsir.htm." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

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

"Series 2025 Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2025 Bonds pursuant to the Indenture.

"State" shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, no later than April 1 following the end of the Issuer's Fiscal Year, beginning with the fiscal year ending

September 30, 2025 (the "Annual Filing Date") with respect to the report for the 2025 Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law, for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 7(a). The Annual Report may be combined with the Developer Report so long as the combined report is filed with the Repository as required herein with respect to the Annual Report and is filed by the Annual Filing Date.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

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

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The amount of net Series 2025 Assessments levied (excluding any discounts and/or fees charged pursuant to the Uniform Method (as defined in the Limited Offering Memorandum) of collection with respect to Series 2025 Assessments collected in this manner.

(ii) The amount of Series 2025 Assessments received from property owners with respect to Series 2025 Assessments billed and collected directly by the Issuer and the amount of Series 2025 Assessments received from the County Tax Collector with respect to Series 2025 Assessments collected pursuant to the Uniform Method.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Series 2025 Assessments due in any year, a list of delinquent property owners with respect to Series 2025 Assessments billed and collected directly by the Issuer or, if received by the Issuer from the County Tax Collector, a list of delinquent property owners with respect to Series 2025 Assessments collected pursuant to the Uniform Method.

(iv) If received by the Issuer from the County Tax Collector, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2025 Bonds.

(vi) The total amount of Series 2025 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2025 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer acknowledges that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

5. Provision of Developer Report.

(a) The Developer shall provide a Developer Report which contains the information in Section 6(b) of this Disclosure Agreement to the Dissemination Agent no later than the Quarterly Filing Date for such Developer Report. Promptly upon receipt but in any event no later than the Quarterly Filing Date with respect to a Developer Report, the Dissemination Agent shall file the Developer Report provided to it by the Developer with each Repository. The Developer Report may be combined with the Annual Report so long as the combined report is filed with the Repository as required herein with respect to the Developer Report and is filed by the Quarterly Filing Date.

(b) If on the seventh (7th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(d) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer and the Developer. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

(e) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Developer Report for submission to the Dissemination Agent as required by Section 5 above commencing with the calendar quarter ending December 31, 2025. At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement.

(b) The Developer Report shall contain the following information:

(i) An update of the number of units by product type in the table included in subsection "Residential Land Use and Development Plan" under the caption "THE DEVELOPMENT" in the Limited Offering Memorandum;

(ii) An update of the table in the subsection "Product Offerings" under the caption "THE DEVELOPMENT" in the Limited Offering Memorandum;

(iii) A description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Series 2025 Bonds;

(iv) The number of assessable units subject to the Series 2025 Assessments;

(v) The number of single-family homes in Assessment Area One closed with retail end users;

(vi) The number of single-family homes in Assessment Area One under contract with retail end users;

(vii) The number of single-family lots in Assessment Area One, if any, under contract with builders, together with the name of each builder;

(viii) The number of single-family lots in Assessment Area One, if any, closed with builders, together with the name of each builder;

(ix) The estimated date of complete build-out of residential units in Assessment Area One;

(x) Whether the Developer has made any bulk sale of the land subject to the Series 2025 Assessments other than as contemplated by the Limited Offering Memorandum;

(xi) The status of development approvals for the Development;

(xii) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xiii) Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xiv) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Assessment Area One to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5 and 6 hereof, the term "Developer" shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder pertaining to the Developer. The Issuer shall have no obligation to cause, or ascertain, compliance by the Developer with the foregoing provisions or of any other obligations of the Developer hereunder.

7. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2025 Bonds and the Issuer (and shall have no obligation to provide any such notice with respect to the Developer) and the Developer shall give, or cause to be given, notice of the occurrence of numbers 12, 13, 15, 16 and 17 of the following events as they pertain to the Developer, to the Dissemination

Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties[*];

5. substitution of credit or liquidity providers, or their failure to perform[*];

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2025 Bonds, or other material events affecting the tax status of the Series 2025 Bonds;

7. modifications to rights of the holders of the Series 2025 Bonds, if material;

8. bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Series 2025 Bonds, if material;

11. ratings changes[†];

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination

[*] At the time of issuance of the Series 2025 Bonds, the Series 2025 Bonds are not credit enhanced and there are no credit or liquidity providers for the Series 2025 Bonds.

[†] At the time of issuance of the Series 2025 Bonds, the Series 2025 Bonds are not rated.

of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect holders of the Series 2025 Bonds, if material;

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

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof; and

18. the termination of the Issuer's obligations under this Disclosure Agreement prior to the final maturity of the Series 2025 Bonds, pursuant to Section 9 hereof.

(b) The notice required to be given in paragraph 7(a) above shall be filed by the Dissemination Agent upon receipt by the Issuer or the Developer, as applicable, with any Repository, in electronic format as prescribed by such Repository.

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

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operation data;

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

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

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2025 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. The Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Series 2025 Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Disclosure Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report (or in the financial statements included in such Annual Report), and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial

information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(b), and (ii) the financial statements included in the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of outstanding Series 2025 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2025 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2025 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

[End of document – signatures to follow]

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

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT,
as Issuer

_____

Josh Tepper, Chairperson,
Board of Supervisors

CONSENTED TO AND AGREED TO BY:

JPWARD & ASSOCIATES, LLC, and its successors and assigns, as Issuer Disclosure Representative

_____

James P. Ward, Chief Operating Officer

JOINED BY **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee, for purposes of sections 13, 15 and 18 only

_____

Robert Hedgecock, Vice President

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation, as Developer

_____

Michael Piendel, Authorized Agent (Tampa)-
Land Permits; Land Development

DISCLOSURE SERVICES, LLC,
as Dissemination Agent

_____

Tara Carter, Vice President

EXHIBIT A

NOTICE TO REPOSITORIES
OF FAILURE TO FILE [ANNUAL] [DEVELOPER] REPORT

Name of Issuer:	Firethorn Community Development District
Name of Bond Issue:	$_____ Capital Improvement Revenue Bonds, Series 2025
Date of Issuance:	November __, 2025
Obligated Person:	Firethorn Community Development District Taylor Morrison of Florida, Inc.
CUSIPS:	[To come]

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual] [Developer] Report with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated November __, 2025, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual] [Developer] Report will be filed by [----------], 20[-------].

Dated: [----------] [----------], Dissemination Agent

cc: [Issuer] [Developer]

RESOLUTION 2026-2

[(AMENDED AND RESTATED)[1] SUPPLEMENTAL ASSESSMENT RESOLUTION WITH DELEGATION OF AUTHORITY – 2025 BONDS]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution 2025-32 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on November 6, 2025, and in order to finance all or a portion of what is known as the "2025 Project" ("**Project**"), the District adopted Resolution 2026-1 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Capital Improvement Revenue Bonds, Series 2025 ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

[1] This Resolution amends and restates, and supersedes in its entirety, Resolution 2025-36 adopted on August 7, 2025.

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

a. The *First Supplemental Engineer's Report*, as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A** ("**Engineer's Report**"), identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.

b. The *Final Supplemental Special Assessment Methodology – Series 2025 Bonds*, attached to this Resolution as **Exhibit B** ("**Supplemental Assessment Report**"), applies the *Master Special Assessment Methodology*, dated February 6, 2025 ("**Master Assessment Report**") to the Project and the proposed terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.

c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B,** the Project benefits all developable property within the "**Property**,"[2] as further described in **Exhibit C** attached hereto. Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the special assessments ("**Assessments**"), as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Property. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Property as set forth in Master Assessment Resolution and this Resolution.

[2] Initially, the Assessments will be imposed on all lands within the District. Upon platting, the Assessments will be assigned to the first-platted, first-assigned lots that will absorb the 544 planned units (___ ERUs).

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:

i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and this Resolution,

ii. the final versions shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairperson, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and

iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.

b. After pricing, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and

c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, and together with interest and collection costs, and shall cover all developable acreage within the Property, as further provided in the Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage.

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

a. The Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual terms of the issuance of the Bonds. The Assessments shall be paid in not more than thirty (30) years of installments of principal and interest, excluding any capitalized interest period.

a. NOTE: In connection with the issuance of the Bonds, and as described in more detail in the Supplemental Assessment Report, the developer has requested that the Assessments

be reduced for certain product types. To accomplish the requested reduction, the developer shall provide a contribution of (1) improvements, work product, or real property based on appraised value, comprising a portion of the Project, where such contribution is conducted pursuant to the District's *Acquisition Agreement,* or (2) alternatively may make certain prepayments of Assessments, and in order to meet the minimum requirements set forth in the Supplemental Assessment Report. Any such contributions shall be accepted in the reasonable discretion of the District, and after review by the District's Assessment Consultant, and shall not be eligible for funding or other repayment by the District. The District shall not accept any contributions that do not result in a fair and reasonable allocation of Assessments or that are otherwise not in accordance with applicable law.

b. The District hereby certifies the Assessments for collection and authorizes and directs District staff to take all actions necessary to meet the time and other deadlines imposed for collection by the County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Assessments shall be collected for the upcoming fiscal year. The decision to collect 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 the 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.

6. **IMPACT FEE CREDITS.** [RESERVED.]

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times, plus any applicable interest, attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution, Master Assessment Report and Supplemental Assessment Report addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** 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.

10. **ADDITIONAL AUTHORIZATION.** The Chairperson, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and

fulfillment of all transactions referred to in or contemplated by this Resolution. The Vice Chairperson is hereby authorized to act in the stead of the Chairperson in any undertaking authorized or required of the Chairperson hereunder, and in the absence of the Chairperson and Vice Chairperson, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS**. This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed. Specifically, this Resolution amends and restates, and supersedes in its entirety, Resolution 2025-36 adopted on August 7, 2025.

12. **SEVERABILITY.** If any section or part of a section of this Resolution is 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.

13. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED** this 6th day of November, 2025.

ATTEST:

FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chairperson

Exhibit A:	*First Supplemental Engineer's Report*
Exhibit B:	*Final Supplemental Special Assessment Methodology – Series 2025 Bonds*
Exhibit C:	Legal Description of the Property
Comp. Exhibit D:	Maturities and Coupon of Bonds
	Sources and Uses of Funds for Bonds
	Annual Debt Service Payment Due on Bonds

EXHIBIT A

Firethorn Community Development District

First Supplemental

Engineer's Report

August 7, 2025

Prepared for:

Firethorn Community Development District
Manatee County, Florida

prepared by:

Victor Barbosa, P.E.
Atwell, LLC
Tampa, Florida

1. PURPOSE

This Supplemental Engineer's Report (the "Supplemental Report") is a first supplement to the Master Engineer's Report dated February 2025 (the "Master Engineer's Report"). The Master Engineer's Report describes the public capital improvement plan (the "CIP") approved by the Firethorn Community Development District (the "District"). As noted in the Master Engineer's Report, the CIP functions as a system of improvements benefitting all the existing and planned residential development in the District, which is being developed in phases. The CIP is being implemented over time to correspond to the phases of residential development in the District. Table 1 of the Master Engineer's Report reflects the current development plan for the District. As noted in the Master Engineer's Report, the CIP and the residential development plan reflected therein are subject to change. The summaries and conclusions in the Master Engineer's Report currently remain accurate in all material respects.

This Supplemental Report has been prepared in anticipation of the issuance by the District of its Capital Improvement Revenue Bonds, Series 2025 (the "2025 Bonds"), proceeds of which will be applied to finance a portion of the "2025 Project," as defined and described herein.

2. 2025 PROJECT

The 2025 Project refers to the portion of the public CIP that relates generally to the development of Phases IA and IB (544 planned lots) that are expected to ultimately receive an allocation of debt assessments (the "2025 Assessments") relating to the 2025 Bonds, as more fully described in the table below.

Product Types

Description	Unit Count
Teen Builder Product	
40' - 49'	36
50' - 59'	86
60' - 69'	54
Home at Last Product	
40' - 49'	140
50' - 59'	112
Townhomes	
16'	62
20'	54
Total	**544**

The components and estimated costs of the 2025 Project are as shown in Table 1 attached hereto. Nothing herein or in the Master Engineer's Report requires the District to fund any particular component of the 2025 Project or to fund any component of the 2025 Project in any specific amount.

The 2025 Project (1) consists solely of public infrastructure and other public improvements identified under Section 190.012, Florida Statutes, and (2) the components of the 2025 Project are as described in the applicable summaries thereof in the Master Engineer's Report and are a portion of the items listed under the heading "Public Capital Improvement Plan" in Exhibit 5 of the Master Engineer's Report.

The 2025 Project does not include improvements that give rise to impact fee credits or that are subject to oversizing arrangements required by Manatee County. The 2025 Project does not include undergrounding of electric conduit, streetlights or costs related to a community center. The 2025 Project excludes infrastructure and improvements reflected in the Master Engineer's Report as not being funded by the District or as being funded by parties other than the District, and excludes all items listed under the heading "Private Developer Costs" in Exhibit 5 of the Master Engineer's Report.

3. PERMITS

Table 2 attached hereto lists the status of all applicable permits and approvals for the 2025 Project and the balance of the CIP. Compliance with the conditions of said approvals and permitting requirements is currently being accomplished. It is our opinion that the 2025 Project and the balance of the CIP is feasible, there are no technical reasons existing at this time which would prohibit the implementation of the CIP as presented herein, and that permits normally obtained by site development engineers not heretofore issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

4. CONCLUSION

The 2025 Project has been and/or will be designed in accordance with current governmental regulations and requirements. The 2025 Project will serve its intended function so long as the construction is in substantial compliance with the design.

The 2025 Project will be substantially complete at the time of issuance of the 2025 Bonds. Cost estimates for components of the 2025 Project not yet completed contained in this report have been prepared based on current contract unit prices and pay requests where available. These estimates may not reflect final payment amounts. Actual costs will vary based upon the final contract amount. Nevertheless, all costs contained herein, are reasonably expected to adequately fund the improvements described, and any contingency costs as included are reasonable. The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

All of the proceeds of the 2025 Bonds available to be expended to acquire components of the 2025 Project (including components transferred to the District but for which payment has not yet been made) are reasonably expected to be expended by on or about December 31, 2025. With proper operation and maintenance, the reasonably expected average life of the 2025 Project is at least 20 years.

It is further our opinion that:

- all of the improvements comprising the 2025 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the 2025 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2025 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District that will be allocated 2025 Assessments will receive a special benefit from the 2025 Project that is at least equal to the costs of the 2025 Project.

The 2025 Project will be owned by the District or other governmental units and such 2025 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2025 Project is or will be located on lands owned or to be owned by the District or another local governmental entity or on perpetual easements in favor of the District or other local governmental entity. The 2025 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the actual cost of the components of the 2025 Project or their fair market value thereof as set forth in the related acquisition agreement between the Developer and the District.

Please note that the 2025 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2025 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District to which the 2025 Assessments are allocated, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Victor Barbosa, P.E.

ATWELL, LLC

10150 Highland Manor Dr.,

Suite 450

Tampa, FL 33610

Table 1: 2025 Project

Public CIP Component	Estimated Cost
Fees and Permits	$250,000.00
Environmental/Conservation Areas	$100,000.00
Irrigation	$2,383,210.05
Landscaping and Walls	$1,500,000.00
Entry features (non-gated)	$1,500,000.00
Public roadways and pavement (non-gated)	$7,184,835.39
Utility water distribution system	$3,823,605.00
Sanitary sewage utilities	$4,583,795.80
Stormwater management facilities	$8,092,038.10
Subtotal	**$29,417,484.34**
Contingency (15%)	$4,412,622.65
Professional Fees	$1,100,000.00
Total	**$34,930,106.99**

a. The probable costs estimated herein do not include anticipated carrying costs, interest reserves or other anticipated District expenditures that may be incurred.
b. The Developer or other developer of land within the District reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP or the 2025 Project.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements shown above, subject to the approval of the District's bond counsel.
d. Because the CIP is a system of improvements, future bonds, secured by non-ad valorem debt special assessments levied on assessable lands in the District may be issued to finance portions of the 2025 Project not funded by the 2025 Bonds. It is expected that such non-ad valorem debt special assessments will not be levied on assessable lands to which the 2025 Assessments are ultimately allocated.

Note: Only the portion of fees and permits and professional fees allocable to the 2025 Project are eligible to be funded by the District.

Firethorn CDD
Table 2: Permits

Name	Phase	Assigned To	Agency	Date	OR Book / Page / Reference #	Notes
GDP Zoning	Overall	Taylor Morrison	Manatee	9/1/2023	PDR-22-21(Z)(G) ; PLN2205-0149	
GDP Zoning Amendment / CLOS	Overall	Taylor Morrison	Manatee	4/29/2024	PDR-22-21(G)(R); PLN2401-0045; CLOS-24-022	CLOS Expires 4/29/2027
Water Use Permit	Overall	Taylor Morrison	SWFWMD	2/12/2014	20011921.01	Expires 3/8/2030
Wetland Determination	Overall	Taylor Morrison	SWFWMD	7/1/2022	840553/42030293.003	
FDEP Wastewater Permit	Phase IA	Taylor Morrison	FDEP / Manatee	7/23/2024	CS41-0182186-456-DWC/CM	
FDEP Potable Water Permit	Phase IA	Taylor Morrison	FDEP / Manatee	7/18/2024	0133068-1705-DSGP/02	
FDEP 404 NPR Permit	Phase IA	Taylor Morrison	FDEP / Manatee	1/4/2024	0431616-002-NPR	
Construction Plans	Phase IA	Taylor Morrison	Manatee	6/26/2024	PDR-22-21(P) / 23-S-49(P) / FSP-23-92 ; PLN2306-0089	
Construction Plans Modification	Phase IA	Taylor Morrison	Manatee	12/12/2024	PDR-22-21(P)/23-S-49(P)/FSP-23-92 ; PLN2306-0089.MOD01	
ERP Individual Construction	Phase IA	Taylor Morrison	SWFWMD	1/4/2024	872640 / 43030293.004	
Mass Grading	Phase IA	Taylor Morrison	Manatee	12/28/2023	PLN2312-0064	
Final Plat	Phase IA	Taylor Morrison	Manatee	6/25/2025	PB86 Pg120	
Construction Plans	Phase IB	Taylor Morrison	Manatee	2/19/2025	PDR-22-21(P) / 24-S-52(P) / FSP-24-86 ; PLN2405-0101	
ERP Individual Construction	Phase IB	Taylor Morrison	SWFWMD	4/28/2025	894270 / 43030293.005	
FDEP Wastewater Permit	Phase IB	Taylor Morrison	FDEP / Manatee	2/27/2025	CS41-0182186-474-DWC/CM	
FDEP Potable Water Permit	Phase IB	Taylor Morrison	FDEP / Manatee	2/5/2025	0133068-1741-DS/C	

EXHIBIT B

To be provided at meeting

EXHIBIT C

DESCRIPTION:

The Land referred to herein below is situated in the County of Manatee, State of Florida, and is described as follows:

FROM THE NE CORNER OF SECTION 4, TOWNSHIP 33 SOUTH, RANGE 19 EAST, RUN S 89°47'31" W ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1332.62 FEET TO THE POINT OF BEGINNING; THENCE S 00°51'34" W ALONG THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 4, A DISTANCE OF 1606.91 FEET; THENCE S 88°29'32" E ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NE 1/4, A DISTANCE OF 1343.76 FEET; THENCE S 00°30'38" W ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1419.51 FEET; THENCE N 89°40'11" E ALONG THE NORTH LINE OF LOTS 1 THROUGH 4, BLOCK 3, SECTION 3 OF MANATEE RIVER FARMS, UNIT 1, RECORDED IN PLAT BOOK 6, PAGE 45, A DISTANCE OF 1281.86 FEET; THENCE S 00°10'07" W ALONG THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF GETTIS LEE ROAD, A DISTANCE OF 1240.19 FEET; THENCE S 34°32'25" W ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. 301, A DISTANCE OF 131.31 FEET TO THE P.C. OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 55°23'26" W, A DISTANCE OF 22850.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT ALSO BEING SAID NORTHWESTERLY RIGHT OF WAY LINE OF U.S. 301, A DISTANCE OF 598.22 FEET THROUGH A CENTRAL ANGLE OF 01°30'00" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 36°06'34" W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF U.S. 301, A DISTANCE OF 308.86 FEET; THENCE N 53°53'26" W A DISTANCE OF 800.00 FEET; THENCE S 36°06'34" W A DISTANCE OF 660.00 FEET; THENCE N 81°25'13" W A DISTANCE OF 11.45 FEET; THENCE S 00°17'15" W A DISTANCE OF 470.00 FEET; THENCE N 89°42'45" W ALONG THE NORTHERLY RIGHT OF WAY LINE OF BUCKEYE ROAD, A DISTANCE OF 2974.88 FEET; THENCE N 00°17'14" E A DISTANCE OF 2586.52 FEET; THENCE N 89°36'36" W A DISTANCE OF 880.89 FEET; THENCE N 00°11'57" E ALONG THE EAST LINE OF TRACT 7, BLOCK 2, SECTION 4, MANATEE RIVER FARMS, UNIT 1, AS REPORTED IN PLAT BOOK 6, PAGE 45, A DISTANCE OF 1428.04 FEET; THENCE N 86°57'41" E ALONG THE SOUTH LINE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1118, PAGE 190, A DISTANCE OF 219.82 FEET; THENCE N 00°35'13" E ALONG THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 33 SOUTH, RANGE 19 EAST, A DISTANCE OF 1613.22 FEET; THENCE N 89°47'31" E ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 2668.63 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 3 AND 4, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

The Land referred to herein below is situated in the County of Manatee, State of Florida, and is described as follows:

PARCEL 1:

EXHIBIT D

To be provided at meeting

RESOLUTION 2026-3

A RESOLUTION OF THE POLICY OF THE FIRETHORN COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF THE STATEWIDE MUTUAL AID AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIRETHORN COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

SECTION 2. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 3. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Firethorn Community Development District, Manatee County, Florida, this 6th day of November 2025.

ATTEST:

James P. Ward, Secretary

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

Josh Tepper, Chairman

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes***,** established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: James P. Ward, Secretary

Title: Josh Tepper, Chairman

Date:_____

Approved as to Form:

By: _____

Jere Earlywine, District Attorney

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FIRETHORN
Community Development District

District Manager: James P. Ward
2301 NE 37 Street
Fort Lauderdale, Florida 33308
954.658.4900

To: **Board of Supervisors**
From: **James P. Ward**
Date: **October 15, 2025**
Re: **Commission on Ethics required Annual Ethics Training**

Ethics Training Requirements:

Pursuant to Section 112.3142, *Florida Statutes*, all Supervisors of a community development district organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, are required to complete four (4) hours of ethics training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law

Supervisors will report their 2025 training when they fill out their Form 1 (Statements of Financial Interests) for the year 2026 by checking a box confirming that they have completed the annual Ethics Training.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. ETHICS TRAINING IS REQUIRED TO BE COMPLETED BY DECEMBER 31, 2025 FOR THE FORM 1 THAT IS FILED IN 2026.

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of the Ethics Training. However, the Florida Commission on Ethics ("COE") advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside training(s) which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose**.

1. **General Resource: Florida Commission on Ethics** – Training – Ethics (state.fl.us)

2. **Free Training Programs:**

Ethics law – The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two (hours" in the category of ethics law are required annually. Pursuant to CEO 13-15, "hours" may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.

a. **State Ethics Laws for Constitutional Officers & Elected Municipal Officers:**
Note: Google Chrome web browser will not open – use another web browser.
Video Tutorial

b. **Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation – no audio):**
23-page presentation – no audio

c. **Office of the Attorney General 2-hour Audio-only Presentation regarding Public Meetings and Public Records Law:**
Audio presentation – no video

d. Ethics law, Sunshine law, and Public Records law – The Florida League of Cities offers a free four-hour online course which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. Registration is required for this class; however, there is no registration fee.
FLC Mandated Ethics Workshop

3. Other Training Programs

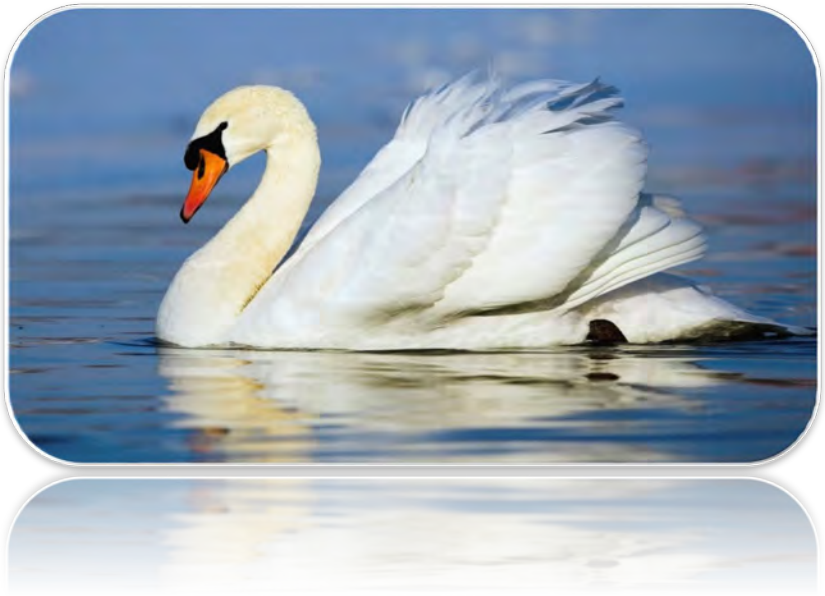
a. **Florida State University's Florida Institute of Government** offers a "4-Hour Ethics Course" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is $79.00.

- 4-Hour Ethics Course

b. **Florida Ethics Institute (FEI)** offers a 4-hour Florida Ethics & Open Government Master Class satisfies the state's annual ethics training requirement mandated by the Code of Ethics for Public Officers and Employees and applicable to elected municipal officers, constitution officers, and others. In accordance with the legal mandate the training consists of two hours of Ethics Law (covering Florida's ethics laws and Art. II, s. 8, Fla. Const.), one hour of Sunshine Law (Ch. 286, F.S.), and one hour of Public Records Law (Ch. 119, F.S.) education. The cost is $75.00.

- www.floridaethics.org/courses/florida-ethics-law-4-hour-course

FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS – JULY 2025

FISCAL YEAR 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 **E:** JimWard@JPWardAssociates.com

Firethorn
Community Development District

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Statement of Revenue, Expenditures and Changes in Fund Balance

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JPWard & Associates, LLC

2301 NORTHEAST 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending July 31, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Assets				
Cash and Investments				
General Fund - Checking Account	$ 54,347	$ -	$ -	$ 54,347
Debt Service Fund				
Interest Account	-	-	-	-
Sinking Account	-	-	-	-
Reserve Account	-	-		-
Revenue Account	-	-	-	-
Capitalized Interest	-	-	-	-
Prepayment Account	-	-	-	-
Construction Account	-	-	-	-
Cost of Issuance Account	-	-	-	-
Due from Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Accounts Receivable	-	-	-	-
Assessments Receivable	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	-
Total Assets	**$ 54,347**	**$ -**	**$ -**	**$ 54,347**

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending July 31, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Liabilities				
Accounts Payable & Payroll Liabilities	-	-	-	-
Due to Fiscal Agent	-	-	-	-
Due to Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Due to Developer	-	-	-	-
Total Liabilities	$ -	$ -	$ -	$ -
Fund Equity and Other Credits				
Investment in General Fixed Assets	-	-	-	-
Fund Balance				
Restricted				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	-	-	-	-
Unassigned				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	54,347	-	-	54,347
Total Fund Equity and Other Credits	**$ 54,347**	**$ -**	**$ -**	**$ 54,347**
Total Liabilities, Fund Equity and Other Credits	**$ 54,347**	**$ -**	**$ -**	**$ 54,347**

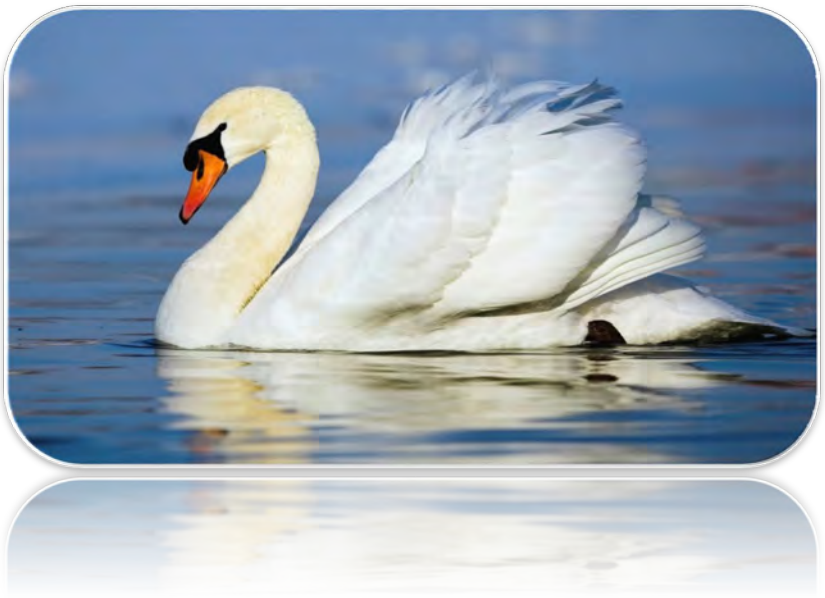
Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through July 31, 2025

Description	March	April	May	June	July	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources								
Carryforward	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
Interest								
Interest - General Checking	-	-	-	-	-	-	-	0%
Special Assessment Revenue								
Special Assessments - On-Roll	-	-	-	-	-	-	-	0%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	0%
Developer Contribution	107,175	-	-	-	-	107,175	107,175	100%
Total Revenue and Other Sources:	**$ 107,175**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 107,175**	**$ 107,175**	**0%**
Expenditures and Other Uses								
Legislative								
Board of Supervisor's Fees	-	-	-	-	-	-	-	0%
Executive								
Professional Management	-	-	15,667	3,917	3,917	23,500	47,000	50%
Financial and Administrative								
Audit Services	-	-	-	-	-	-	4,800	0%
Accounting Services	-	-	3,333	833	833	5,000	10,000	50%
Other Contractual Services								
Legal Advertising	455	-	365	6,616	117	7,554	6,000	126%
Dissemination Agent Services	-	-	-	-	-	-	-	0%
Bank Service Fees	-	-	-	-	-	-	350	0%
Travel and Per Diem	-	-	-	-	-	-	-	0%
Communications & Freight Services								
Postage, Freight & Messenger	10	-	-	-	-	10	750	1%
Rentals and Leases								
Meeting Room Rental	161	-	150	-	-	311	-	0%

Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through July 31, 2025

Description	March	April	May	June	July	Year to Date	Total Annual Budget	% of Budget
Insurance	-	-	-	-	2,507	2,507	6,000	42%
Printing & Binding	1,294	-	-	-	-	1,294	500	259%
Website Development	-	-	-	-	-	-	1,600	0%
Subscription & Memberships	175	-	-	-	-	175	175	100%
Legal Services								
Legal - General Counsel	1,645	-	4,310	2,778	-	8,733	15,000	58%
Legal - Validation	599	-	1,905	1,241	-	3,745	-	0%
Other General Government Services								
Engineering Services	-	-	-	-	-	-	15,000	0%
Other Fees and Charges								
Discounts/Collection Fees	-	-	-	-	-	-	-	0%
Sub-Total:	**4,338**	**-**	**25,730**	**15,385**	**7,374**	**52,828**	**107,175**	0%
Total Expenditures and Other Uses:	**$ 4,338**	**$ -**	**$ 25,730**	**$ 15,385**	**$ 7,374**	**$ 52,828**	**$ 107,175**	**0%**
Net Increase/ (Decrease) in Fund Balance	102,837	-	(25,730)	(15,385)	(7,374)	54,347	-	
Fund Balance - Beginning	-	102,837	102,837	77,107	61,722	-	-	
Fund Balance - Ending	**$ 102,837**	**$ 102,837**	**$ 77,107**	**$ 61,722**	**$ 54,347**	**$ 54,347**	**$ -**	

FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS – AUGUST 2025

FISCAL YEAR 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 **E:** JimWard@JPWardAssociates.com

Firethorn
Community Development District

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JPWard & Associates, LLC

2301 NORTHEAST 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending August 31, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Assets				
Cash and Investments				
General Fund - Checking Account	$ 43,888	$ -	$ -	$ 43,888
Debt Service Fund				
Interest Account	-	-	-	-
Sinking Account	-	-	-	-
Reserve Account	-	-		-
Revenue Account	-	-	-	-
Capitalized Interest	-	-	-	-
Prepayment Account	-	-	-	-
Construction Account	-	-	-	-
Cost of Issuance Account	-	-	-	-
Due from Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Accounts Receivable	-	-	-	-
Assessments Receivable	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	-
Total Assets	**$ 43,888**	**$ -**	**$ -**	**$ 43,888**

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending August 31, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Liabilities				
Accounts Payable & Payroll Liabilities	-	-	-	-
Due to Fiscal Agent	-	-	-	-
Due to Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Due to Developer	-	-	-	-
Total Liabilities	$ -	$ -	$ -	$ -
Fund Equity and Other Credits				
Investment in General Fixed Assets	-	-	-	-
Fund Balance				
Restricted				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	-	-	-	-
Unassigned				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	43,888	-	-	43,888
Total Fund Equity and Other Credits	**$ 43,888**	$ -	$ -	**$ 43,888**
Total Liabilities, Fund Equity and Other Credits	**$ 43,888**	$ -	$ -	**$ 43,888**

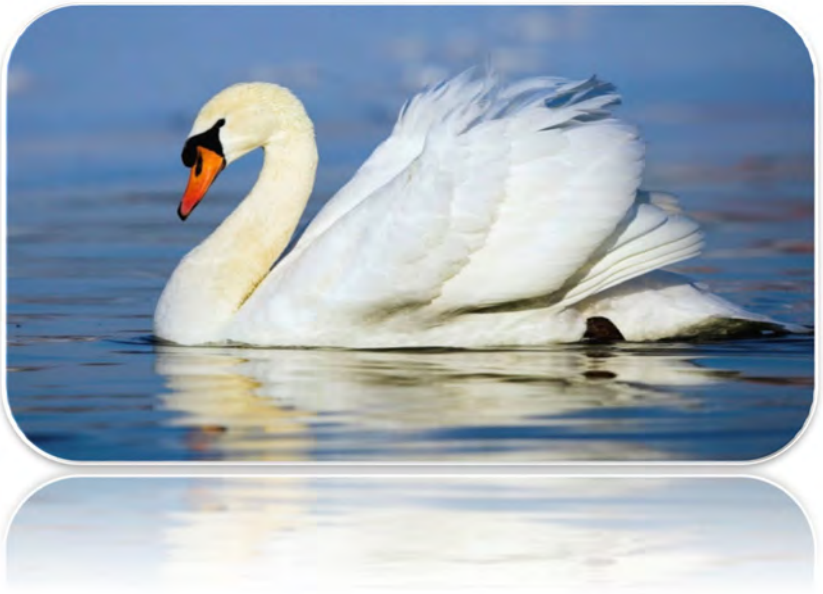
Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2025

Description	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
Interest									
Interest - General Checking	-	-	-	-	-	-	-	-	0%
Special Assessment Revenue									
Special Assessments - On-Roll	-	-	-	-	-	-	-	-	0%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	0%
Developer Contribution	107,175	-	-	-	-	-	107,175	107,175	100%
Total Revenue and Other Sources:	**$ 107,175**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 107,175**	**$ 107,175**	**0%**
Expenditures and Other Uses									
Legislative									
Board of Supervisor's Fees	-	-	-	-	-	-	-	-	0%
Executive									
Professional Management	-	-	15,667	3,917	3,917	3,917	27,417	47,000	58%
Financial and Administrative									
Audit Services	-	-	-	-	-	-	-	4,800	0%
Accounting Services	-	-	3,333	833	833	833	5,833	10,000	58%
Other Contractual Services									
Legal Advertising	455	-	365	6,616	117	134	7,688	6,000	128%
Dissemination Agent Services	-	-	-	-	-	-	-	-	0%
Bank Service Fees	-	-	-	-	-	-	-	350	0%
Travel and Per Diem	-	-	-	-	-	-	-	-	0%
Communications & Freight Services									
Postage, Freight & Messenger	10	-	-	-	-	-	10	750	1%
Rentals and Leases									
Meeting Room Rental	161	-	150	-	-	-	311	-	0%

Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2025

Description	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Insurance	-	-	-	-	2,507	-	2,507	6,000	42%
Printing & Binding	1,294	-	-	-	-	-	1,294	500	259%
Website Development	-	-	-	-	-	-	-	1,600	0%
Subscription & Memberships	175	-	-	-	-	-	175	175	100%
Legal Services									
Legal - General Counsel	1,645	-	4,310	2,778	-	3,517	12,249	15,000	82%
Legal - Validation	599	-	1,905	1,241	-	2,058	5,803	-	0%
Other General Government Services									
Engineering Services	-	-	-	-	-	-	-	15,000	0%
Other Fees and Charges									
Discounts/Collection Fees	-	-	-	-	-	-	-	-	0%
Sub-Total:	**4,338**	**-**	**25,730**	**15,385**	**7,374**	**10,459**	**63,287**	**107,175**	0%
Total Expenditures and Other Uses:	**$ 4,338**	**$ -**	**$ 25,730**	**$ 15,385**	**$ 7,374**	**$ 10,459**	**$ 63,287**	**$ 107,175**	**0%**
Net Increase/ (Decrease) in Fund Balance	102,837	-	(25,730)	(15,385)	(7,374)	(10,459)	43,888	-	
Fund Balance - Beginning	-	102,837	102,837	77,107	61,722	54,347	-	-	
Fund Balance - Ending	**$ 102,837**	**$ 102,837**	**$ 77,107**	**$ 61,722**	**$ 54,347**	**$ 43,888**	**$ 43,888**	**$ -**	

FIRETHORN
COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS – SEPTEMBER 2025

FISCAL YEAR 2025

Preliminary Financial Statements - Subject to Change

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 **E:** JimWard@JPWardAssociates.com

JPWard and Associates, LLC
Community Development District Advisors

Firethorn
Community Development District

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The September 30, 2025 Financial Statements are Subject to Audit.

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending September 30, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Assets				
Cash and Investments				
General Fund - Checking Account	$ 36,172	$ -	$ -	$ 36,172
Debt Service Fund				
Interest Account	-	-	-	-
Sinking Account	-	-	-	-
Reserve Account	-	-		-
Revenue Account	-	-	-	-
Capitalized Interest	-	-	-	-
Prepayment Account	-	-	-	-
Construction Account	-	-	-	-
Cost of Issuance Account	-	-	-	-
Due from Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Accounts Receivable	-	-	-	-
Assessments Receivable	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	-
Total Assets	**$ 36,172**	**$ -**	**$ -**	**$ 36,172**

Firethorn
Community Develoment District
Balance Sheet
for the Period Ending September 30, 2025

	Governmental Funds	Account Groups		Totals (Memorandum Only)
	General Fund	General Long Term Debt	General Fixed Assets	
Liabilities				
Accounts Payable & Payroll Liabilities	-	-	-	-
Due to Fiscal Agent	-	-	-	-
Due to Other Funds				
General Fund	-	-	-	-
Debt Service Fund(s)	-	-	-	-
Due to Developer	-	-	-	-
Total Liabilities	$ -	$ -	$ -	$ -
Fund Equity and Other Credits				
Investment in General Fixed Assets	-	-	-	-
Fund Balance				
Restricted				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	-	-	-	-
Unassigned				
Beginning: October 1, 2024 (Unaudited)	-	-	-	-
Results from Current Operations	36,172	-	-	36,172
Total Fund Equity and Other Credits	**$ 36,172**	$ -	$ -	**$ 36,172**
Total Liabilities, Fund Equity and Other Credits	**$ 36,172**	$ -	$ -	**$ 36,172**

Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2025

Description	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
Interest										
Interest - General Checking	-	-	-	-	-	-	-	-	-	0%
Special Assessment Revenue										
Special Assessments - On-Roll	-	-	-	-	-	-	-	-	-	0%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	0%
Developer Contribution	107,175	-	-	-	-	-	-	107,175	107,175	100%
Total Revenue and Other Sources:	**$ 107,175**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 107,175**	**$ 107,175**	**0%**
Expenditures and Other Uses										
Legislative										
Board of Supervisor's Fees	-	-	-	-	-	-	-	-	-	0%
Executive										
Professional Management	-	-	15,667	3,917	3,917	3,917	3,917	31,333	47,000	67%
Financial and Administrative										
Audit Services	-	-	-	-	-	-	-	-	4,800	0%
Accounting Services	-	-	3,333	833	833	833	833	6,667	10,000	67%
Other Contractual Services										
Legal Advertising	455	-	365	6,616	117	134	-	7,688	6,000	128%
Dissemination Agent Services	-	-	-	-	-	-	-	-	-	0%
Bank Service Fees	-	-	-	-	-	-	-	-	350	0%
Travel and Per Diem	-	-	-	-	-	-	-	-	-	0%
Communications & Freight Services										
Postage, Freight & Messenger	10	-	-	-	-	-	-	10	750	1%
Rentals and Leases										
Meeting Room Rental	161	-	150	-	-	-	-	311	-	0%

Firethorn
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2025

Description	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Insurance	-	-	-	-	2,507	-	-	2,507	6,000	42%
Printing & Binding	1,294	-	-	-	-	-	-	1,294	500	259%
Website Development	-	-	-	-	-	-	-	-	1,600	0%
Subscription & Memberships	175	-	-	-	-	-	-	175	175	100%
Legal Services										
Legal - General Counsel	1,645	-	4,310	2,778	-	3,517	2,966	15,216	15,000	101%
Legal - Validation	599	-	1,905	1,241	-	2,058	-	5,803	-	0%
Other General Government Services										
Engineering Services	-	-	-	-	-	-	-	-	15,000	0%
Other Fees and Charges										
Discounts/Collection Fees	-	-	-	-	-	-	-	-	-	0%
Sub-Total:	**4,338**	**-**	**25,730**	**15,385**	**7,374**	**10,459**	**7,716**	**71,003**	**107,175**	0%
Total Expenditures and Other Uses:	**$ 4,338**	**$ -**	**$ 25,730**	**$ 15,385**	**$ 7,374**	**$ 10,459**	**$ 7,716**	**$ 71,003**	**$ 107,175**	**0%**
Net Increase/ (Decrease) in Fund Balance	102,837	-	(25,730)	(15,385)	(7,374)	(10,459)	(7,716)	36,172	-	
Fund Balance - Beginning	-	102,837	102,837	77,107	61,722	54,347	43,888	-	-	
Fund Balance - Ending	**$ 102,837**	**$ 102,837**	**$ 77,107**	**$ 61,722**	**$ 54,347**	**$ 43,888**	**$ 36,172**	**$ 36,172**	**$ -**	