Biscayne Drive Estates
Community Development District
September 18, 2026

Biscayne Drive Estates
Community Development District
(Sedona Estates/Rambo/Redlands Abess)
Agenda

Seat 1: Teresa Baluja – C.	
Seat 5: Carmen Orozco – V.C.	
Seat 2: Lilibeth Hauck– A.S.	
Seat 3: Marc Szasz – A.S.	
Seat 4: Vanessa Perez – A.S.	

Friday
September 18, 2026
10:30 a.m.

The Offices of Lennar Homes
5505 Waterford District Drive Miami, Florida
Join the meeting now
Meeting ID: 255 267 174 072 and Passcode: 3ut97oi3
1 872-240-4685 and Phone Conference ID: 321 189 93#

1. Roll Call
2. Approval of Minutes of the August 6, 2026 Meeting **– Page 4**
3. Consideration of Preliminary First Supplemental Assessment Methodology **– Page 12**
4. Consideration of **Resolution #2026-09** Bond Resolution **– Page 28**
    A. Exhibit – A – Form of Bond Purchase Contract **– Page 38**
    B. Exhibit – B – Draft Copy of Preliminary Limited Offerin Memorandum **– Page 78**
    C. Exhibit – C – Form of Continuing Disclosure Agreement **– Page 149**
    D. Exhibit – D – Form of Second Supplemental Trust Indenture **– Page 165**
5. Consideration of Ancillary Documents for Series 2026 Bonds (Expansion Area Project)
    A. Acquisition Agreement (Expansion Area) **– Page 219**
    B. Completion Agreement (Expansion Area) **– Page 234**
    C. Declaration of Consent to Jurisdiction to the Biscayne Drive Estates Community Development District, Imposition of Special Assessment, Imposition of Lien of Record (Expansion Area) **– Page 245**
    D. Lien of Record of the Biscayne Drive Estates Community Development District (Expansion Area) **– Page 252**
    E. Collateral Assignment and Assumption of Development Rights related to Expansion Area – **Page 255**
6. Consideration of Rule G-17 Disclosure Letter, Series 2026 Bonds **– Page 269**
7. Staff Reports
    A. Attorney
    B. Engineer
    C. Field

D. Manager

1) Final – Approval of the FY2025 – FY2026 Report Performance Measures and Standards as Required by Florida Statute 189.069 **– Page 273**

2) Consideration of FY2026 – FY2027 Performance Measures and Standards as Required by Florida Statute 189.069 **– Page 280**

8. Financial Reports

A. Acceptance of Check Register **– Page 285**

B. Acceptance of Unaudited Financials **– Page 288**

9. Supervisors Requests and Audience Comments

10. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: https://www.biscaynedriveestatescdd.com/

MINUTES OF MEETING
BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Biscayne Drive Estates Community Development District was held on August 6, 2026, at 11:08 a.m. at the Offices of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Carmen Orozco	Vice Chairperson
Lilibeth Hauck	Assistant Secretary
Vanessa Perez	Assistant Secretary

Also present were:

Juliana Duque	District Manager
Michael Pawelczyk	District Counsel
Juan Alvarez *by teleconference*	District Engineer

FIRST ORDER OF BUSINESS — Roll Call

Ms. Duque called the meeting to order and took roll. Three Board members were present in person, constituting a quorum.

SECOND ORDER OF BUSINESS — Approval of the Minutes of the June 26, 2026 Meeting

Ms. Duque: You have the minutes from the June 26, 2026 meeting before you. Are there any comments, corrections, or changes. Hearing no changes from the Board, I will ask for a motion to approve.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, the Minutes of the June 26, 2026 Meeting were approved.

THIRD ORDER OF BUSINESS — Public Hearing to Consider the Imposition of Special Assessments

A. Motion to Open the Public Hearing

Ms. Duque: Item three is the public hearing to consider the imposition of the special assessments. This hearing has been duly noticed in accordance with Chapters 190 and 197 of Florida statute. It is being held to consider the levy and imposition of the non-ad valorem assessments to fund the District's public infrastructure project, adopt the related District Engineers Report, Master Assessment Methodology Report Resolution authorizing the project and confirming the District intention to issues the bonds for the expansion area. I would like to mention for the record of today's meeting that we do have audience attending over the teleconference. We do not have audience present today in person.

> On MOTION by Ms. Perez, seconded by Ms. Orozco, with all in favor, Opening the Public Hearing, was approved.

B. Public Comment and Discussion

Ms. Duque: This is the time for public comment and discussion regarding the proposed special assessments. If any member of the public wishes to comment, please state your name and address for the record. Comments will be limited to three minutes, and please note that this meeting is being recorded. There are no members of the public present in person today. For those attending the teleconference, are there any comments regarding the proposed special assessments? Hearing no comments at this time, we will proceed with the next agenda item

C. Acceptance of Engineers Report

Ms. Duque: The District Engineers Report begins on page 34 of your agenda package. We do have Juan Alvarez from Alvarez Engineer join us over the teleconference.

Mr. Alvarez: Good morning, the engineers report is dated as of today. The expansion area is located between 177th Avenue to the west and 172nd Avenue to the east. It contains 54.43 acres and has 166 additional single family residential units. The project within the expansion area is under construction and the CDD is going to be issuing bonds in order to finance roadway improvements within the expansion area, stormwater management and drainage, water and sewer systems. We estimate that together all those four groups of infrastructure will cost around $12,316,000. The report is very detailed, and you can see in it who is going to be the future owners of the infrastructure and as well as a list of construction permits that have been received from the county. In the report there are maps showing the boundaries of the expansion area. There is a detail of the construction cost to show how we can operate the estimated cost. If there are any questions, I'll be happy to answer them. Otherwise, a motion to accept the report would be in order.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Accepting the Engineers Report, was approved.

D. Acceptance of Master Assessment Methodology

Ms. Duque: The next item is Item 3D, acceptance of the Master Assessment Methodology Report, which is included in the agenda package beginning on page 59. This report was previously presented to the Board of Supervisors at its June 26, 2026 meeting, and no changes have been made since that presentation. For those attending today, the Master Assessment Methodology Report explains the total cost of the public improvements and how those costs are allocated among the properties that receive a special benefit. The report finds that the special benefits to the properties equal or exceed the amount of the proposed assessments. It also establishes the per-unit assessment amounts for the various product types, consistent with the proposed bond financing, development plan, and anticipated buildout. For the record, I received several calls from residents with questions regarding the Master Assessment Methodology Report and how the assessments work. There was some confusion regarding which properties would be affected. To clarify, these bonds and the related special assessments apply only to the expansion area. They do not apply to the existing units located within the original District lands, also referred to as the regional acreage. Do I have any questions from the Board or the audience? Not hearing any, at this time, I will need a motion from the Board to accept the Master Assessment Methodology Report

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Accepting the Master Assessment Methodology, was approved.

E. Approving the Project and Declaring Special Assessments will Fund the Project

Ms. Duque: Item 3E approves the project and is also declaring that special assessments will fund the project. Based on the District engineer's report and also the Master Assessment Methodology Report, the Board is being asked to approve the capital improvements project described in that District engineer report and also declare the cost of the project that will be funded in whole or in part by those special assessments imposed on the benefited properties.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Approving the Project and Declaring Special Assessments will Fund the Project, was approved.

F. Equalization of Assessments

Ms. Duque: Item 3F is equalization of assessments. This is the step where the Board confirms that the assessments have been fairly and reasonably apportioned among only those benefited properties within the annexed or expansion area, and it makes any adjustments deemed necessary to ensure that equalization.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Equalization of Assessments, was approved.

G. Adoption of Resolution #2026-08 Authorizing Projects, Levying Special Assessments, and Confirming Intention to Issue Bonds

Ms. Duque: Ms. Duque: Item 3G is consideration of Resolution 2026-08, which begins on page 74 of the agenda package. This resolution authorizes the capital improvement project described in the District Engineer's Report; levies the special assessments against the benefitted properties in accordance with the Master Assessment Methodology Report and the Board's equalization findings; approves and ratifies the assessment roll; and confirms the District's intent to issue bonds to finance the project.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Adopting of Resolution #2026-08 Authorizing Projects, Levying Special Assessments, and Confirming Intention to Issue Bonds, was approved.

H. Motion to Close the Public Hearing

Ms. Duque: Is there a motion to close the public hearing?

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Closing the Public Hearing, was approved.

FOURTH ORDER OF BUSINESS — Consideration of Engagement Letter with Grau & Associates to Perform the Audit for Fiscal Year Ending September 30, 2026

Ms. Duque: Item 4 is consideration of the engagement letter with Grau & Associates to perform the District's audit for the fiscal year ending September 30, 2026. As the Board is aware, Florida law requires the District to undergo an annual independent financial audit when applicable statutory conditions are met. Grau & Associates will audit the District's financial statements for the fiscal year ending September 30, 2026, in accordance with Government Auditing Standards and the rules of the Florida Auditor General. The engagement includes issuance of the required audit report and management letter, as well as the separate examination required for compliance with Florida law.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, the Engagement Letter with Grau & Associates to Perform the Audit for Fiscal Year Ending September 30, 2026, was approved.

FIFTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Pawelczyk: The only thing I have from District counsel Is as I believe we announced at the last meeting the validation hearing for the expansion area of bonds is scheduled for September 8th. Information about that is on on the website and we will attend that hearing and report thereafter to the Board. Then thereafter we can move forward towards issuing the bonds to fund that expansion area project that we've talked about as part of the assessment hearing today. Unless there are any questions on that, that is the only thing I have to report on Biscayne.

B. Engineer – District Engineer's Report for Fiscal Year 2026-2027

Ms. Duque: You have the District Engineer's Report for Fiscal Years 2026 and 2027, which begins on page 86 of the agenda package. This report outlines the District's planned operations, maintenance, and capital activities for the upcoming fiscal year. It also supports the budget and assessment decisions the Board has considered at prior meetings. Juan, is there anything you would like to add regarding the report?

Mr. Alvarez: What you just stated is correct. This account is only for the original District. It does not encompass the expansion; it is just for the original. These are the reports that we prepare yearly. We document what the CDD owns and the status and the condition of the infrastructure. What we do is we conduct field inspections to state to see the conditions of the infrastructure, and we report it in this report here. We find that the infrastructure is being maintained in good conditions. Then we give suggestions to the Board and to the District manager for future or current budgets for the future replacement of roadways, for example, and estimates for future maintenance of drainage structures.

Ms. Duque: The Board will need to accept the District engineers report for Fiscal Year 2026-2027.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, the District Engineer's Report for Fiscal Year 2026-2027, was approved.

C. Field

Ms. Duque: I don't have anything additional to report.

D. Manager

1) Form 1 Financial Disclosure Due July 1, 2026

Ms. Duque: The filing deadline for Form 1s was July 1, 2026, and I'm pleased to report that everyone has filed. Thank you so much.

2) Reminder to Complete Annual Ethics Training by December 31, 2026

Ms. Duque: You have a reminder to complete the annual ethics training by December 31, 2026. Each Supervisor is responsible for ensuring the training is completed and also documented. If you have any questions, please reach out to me.

3) District Updates

Ms. Duque: The District update begins on page 97 of the agenda package. I would like to report that all District landscape areas are being properly maintained in accordance with the current agreement with Tony Landscaping. These areas include Tract T and Tract H along SW 292 Street, Tract A along SW 288 Street, and Tract D along SW 172 Avenue. Residents continue to use the folio identified in the agenda package to dispose of trash. The landscape contractor will assist with removing a barrel that was left in that area. This matter was discussed at the last Board meeting, at which time the Board directed staff to move forward with removal of the trash. As previously noted, the vendor will charge the District for this work. A light pole head at 16751 SW 292 Terrace has been repaired, and photographs are included in the agenda package. I have also included photographs of the expansion area for the Board's information. Pages 101 through 103 identify the locations of Mailbox 1, Mailbox 2, and the easement area where illegal dumping has occurred. The required signs have been installed, as directed by the Board at the last meeting. In addition, the Board requested installation of a "No Dumping" sign, which is expected to be installed this coming Saturday.

SIXTH ORDER OF BUSINESS Financial Reports

A. Acceptance of Check Register

B. Acceptance of Unaudited Financials

Ms. Duque: Under the financial reports, you have the check register and the unaudited financials. If there are no questions, I would ask for a motion to accept those.

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, Accepting the Check Register and Unaudited Financials was approved.

SEVENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

> On MOTION by Ms. Hauck, seconded by Ms. Perez, with all in favor, the meeting was adjourned.

______________________________	______________________________
Secretary /Assistant Secretary	Chairman / Vice Chairman

PRELIMINARY FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY

FOR

SPECIAL ASSESSMENT BONDS, SERIES 2026

(EXPANSION AREA PROJECT)

BISCAYNE DRIVE ESTATES

COMMUNITY DEVELOPMENT DISTRICT

September 18, 2026

Prepared by

GMS

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

1.0 Introduction

The Biscayne Drive Estates Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended. The District has authorized the issuance of up to $14,330,000 of special assessment bonds in one or more series (the "Bonds") for the purpose of financing certain public infrastructure improvements within the Expansion Area (as defined below), more specifically described in the First Supplemental Engineer's Report for the Expansion Area Infrastructure Improvements, dated June 26, 2026, as may be amended and supplemented from time to time (the "Engineer's Report"), prepared by Alvarez Engineers, Inc. (the "District's Engineer"). The District is issuing $3,610,000* of Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "2026 Bonds") for the purpose of financing certain public infrastructure improvements within the Expansion Area constituting the Expansion Area Project as defined below. The 2026 Bonds are being issued to pay for a portion of the cost of the infrastructure improvements consisting of roadway improvements (including applicable mobility fees), stormwater management and control facilities, water distribution system (including connection fees), sanitary sewer collection system (including connection fees), and related costs, as are particularly described in the Engineer's Report (herein, the "Expansion Area Project" or "Improvement Plan")

1.1 Purpose

This Preliminary First Supplemental Assessment Methodology Report (the "Report") is a supplement to the Master Assessment Methodology Report dated June 26, 2026 (the "Master Methodology") to reflect the issuance of $3,610,000* principal amount of 2026 Bonds to finance a portion of the Expansion Area Project. It is the purpose of this Report to allocate the $3,610,000* in 2026 Bond debt to the properties benefited based on the allocation set forth in the Master Methodology.

1.2 Background

The District was established by Miami-Dade County Ordinance No. 21-101 on October 5, 2021, effective October 15, 2021, and originally measured approximately 64.02 acres with 148 single-family residential units within the original boundary of the District (the "Original District"). Effective June 12, 2026, the District's boundaries were expanded by approximately 54.43 acres (the "Expansion Area") pursuant to Miami-Dade County Ordinance No. 26-39. As a result, the current District boundaries consist of the Original District plus the Expansion Area.

*Preliminary, subject to change.

The Expansion Area consists of 166 single-family residential units within two recorded plats. The Abess plat, measuring approximately 26.28 acres and containing 78 single-family residential units, and the Abess South plat, measuring approximately 28.15 acres and containing 88 single-family residential units. Together, the two plats comprise the 166-unit development within the approximately 54.43-acre Expansion Area (the "Development Plan"). The Abess plat was recorded on September 29, 2025, in Plat Book 179, Page 29, and the Abess South plat was recorded on May 22, 2026, in Plat Book 179, Page 97, in the Public Records of Miami-Dade County, Florida. The Development Plan is depicted in Table 1 of the Report. The debt assessments levied pursuant to this Report shall only be levied on the assessable lands within the Abess plat and the Abess South plat constituting the Expansion Area.

The public improvements comprising the Expansion Area Project contemplated by the District will provide facilities that provide a direct and special benefit to the assessable property within the Expansion Area. The acquisition costs for the Expansion Area Project are summarized in Table 2 of the Report.

The assessment methodology is a three-step process. First, the District Engineer determines the costs described herein for the Expansion Area Project contemplated by the District. Second, these costs form the basis for a debt sizing. Third, the bonded costs are divided among the benefited properties on the basis of the direct and special benefit received as a result of the Expansion Area Project.

2.0 Assessment Methodology

2.1 Overview

The District is issuing $3,610,000* in principal amount of the 2026 Bonds to finance a portion of the public infrastructure improvements comprising the Expansion Area Project, provide for capitalized interest, fund a debt service reserve account, and pay costs of issuance for the 2026 Bonds. It is the purpose of this Report to allocate the $3,610,000* in 2026 Bond debt to the properties benefiting from the Improvement Plan.

Table 1 identifies the Development Plan as identified by the developer, Lennar Homes, LLC (the "Developer"). The Engineer's Report outlines the capital improvements needed to support the Expansion Area, which are shown in Table 2. The public improvements constituting the Expansion

*Preliminary, subject to change.

Area Project needed to support the development are described in detail in the Engineer's Report and are estimated to cost approximately $12,316,000. These improvements constituting the Expansion Area Project will be funded in part by way of the issuance of the Series 2026 Bonds. Based on the estimated costs of the Expansion Area Project, the total size of the 2026 Bonds needed to generate funds to pay for a portion of the Expansion Area Project was determined by the District's Underwriter to total $3,610,000*. Table 3 of the Report depicts the breakdown of the 2026 Bond sizing.

2.2 Allocation of Benefit

The allocation of benefit in this Report is based on the Master Methodology. Nothing in this Report is meant to alter the allocation of benefit provided in the Master Methodology. The planned public improvements constituting the Expansion Area Project are an integrated system of facilities that directly, particularly, and specially benefit the assessable land within the Expansion Area. For example, the first few feet of water line or sewer line benefit the landowners as much as the last few feet. The Improvement Plan works as a total system and provides direct, special, and particular benefits for each land use. The allocation of benefits for the Expansion Area Project is shown in Table 4. It is important to note that the benefit derived from the Expansion Area Project to the residential units identified in the Development Plan is equal to or exceeds the cost that the units will be paying for such benefits.

2.3 Allocation of Debt

Allocation of debt is a continuous process until the Development Plan is completed. The initial assessments will be levied in accordance with the land use categories and equivalent residential unit ("ERU") assignments set forth in the Master Methodology. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the direct and special benefits.

All 166 single-family residential units within the Expansion Area have been platted. The Abess plat consists of 78 single-family residential units under the plat recorded in Plat Book 179, Page 29, in the Public Records of Miami-Dade County, Florida. The Abess South plat consists of 88 single-family residential units under the plat recorded in Plat Book 179, Page 97, in the

*Preliminary, subject to change.

Public Records of Miami-Dade County, Florida. Together, these plats encompass all 166 single-family residential units within the Expansion Area, and the allocation of 2026 Bond debt in this Report is consistent with the Master Methodology.

In accordance with the direct and special benefit allocation in Table 4, the total par amount of the 2026 Bonds per unit and an annual debt assessment per unit for the proposed 2026 Bonds have been calculated for each land use as illustrated in Table 5. These amounts represent the anticipated per-unit debt and annual assessment allocations assuming all anticipated units are built and sold in the proportions planned, and the entire proposed public infrastructure program represented by the Improvement Plan is completed and conveyed to or acquired by the District. With respect to the Single-Family 60' lots, in lieu of allocating higher par debt and debt assessments, the Developer will contribute infrastructure to level the par debt and debt assessments with those allocated to the Single-Family 50' lots. If there are changes to the Development Plan, a true up calculation of the assessments will be calculated to determine if a payment from the Developer is required. This process is outlined in Section 3.0.

3.0 True Up

Although the District does not process plats, re-plats, declarations of condominiums, site plans, or revisions for the Developer, it does have an important role to play during the course of platting, re-platting, and site planning. Whenever a plat, re-plat, declaration of condominium, or site plan or revision is processed, the District must allocate a portion of its debt to the property within the Expansion Area according to the methodology outlined herein; such processed property with allocated debt constitutes an "Assigned Property". In addition, the District must also prevent any buildup of debt on property in which a re-plat, declaration of condominium, or site plan or revision has not been processed and therefore no debt has been allocated, herein referred to as "Unassigned Properties". Otherwise, the land could be fully conveyed and/or re-platted without all of the debt being allocated.

To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed re-plat, or site plan re-approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service on the 2026 Bonds, then no debt reduction payment will be required. In the case that the revenue generated is less than the required amount to pay debt service on the 2026 Bonds, then a debt reduction payment by the Developer in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new maximum annual debt service will be required, and payable by the Developer to the District.

4.0 Assessment Roll

The District will distribute the lien across the property within the Abess plat and the Abess South plat within the Expansion Area on a per-unit basis in accordance with the land use categories and ERU assignments identified in Table 5. All 166 single-family residential units within the Expansion Area have been platted, and the District has received the corresponding property folio numbers from the Miami-Dade County Property Appraiser. The District has prepared a tax roll allocation of the 2026 Bonds debt and annual debt service assessments to each platted lot, as reflected in Table 6. If the Development Plan changes, then the District will update Table 5 and Table 6 to reflect the changes. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Report.

5.0 Additional Information

Governmental Management Services-South Florida, LLC (GMS) does not represent the District as a Municipal Advisor or Security Broker, nor is GMS registered to provide such services as described in Section 15B of the Security and Exchange Act of 1934, as amended. Similarly, GMS does not provide the District with advisory services or offer investment advice.

Certain information in this Report was provided by members of the District staff, the Developer or other professionals hired in conjunction with the bond issuance. GMS makes no representation regarding the information provided by others.

Table 1
Biscayne Drive Estates - Expansion Area
Community Development District
Development Plan

Land Use	No. of Units	ERUs per Unit	Total ERUs
Single Family 100'	17	1.00	17.00
Single Family 60'	70	0.925	64.75
Single Family 50'	79	0.88	69.52
Residential Units	166		**151.27**

Table 2
Biscayne Drive Estates - Expansion Area
Community Development District
Estimated Construction Costs

Category		Cost
Roadway Improvements (Including County Mobility Impact Fees for 166 Single Family)	$	4,195,000
Stormwater Management	$	2,036,000
Water System (Including Water Connection Fees for 166 Single Family)	$	2,279,000
Sanitary Sewers (Including Sewer Connection Fees for 166 Single Family)	$	3,806,000
Total	**$**	**12,316,000**

Information provided by Alvarez Engineers Inc.

Table 3
Biscayne Drive Estates - Expansion Area
Community Development District
Bond Sizing (Preliminary)

Sources		
Bond Proceeds:		
Par Amount		**$3,610,000**
Uses		
Other Fund Deposits:		
Debt Service Reserve	$	126,273
Capitalized Interest	$	101,983
	$	228,256
Delivery Date Expenses:		
Cost of Issuance	$	235,000
Underwriter's Discount	$	72,200
	$	307,200
Other Use of Funds:		
Construction Funds	$	3,074,545
Par Amount *	**$**	**3,610,000**

***Based on the following:**

Average Interest Rate	5.65%
Amortization	30
Capitalized Interest	6
Debt Service Reserve	50% of MADS
Underwriters Discount	2.00%

MADS = Maximum Annual Debt Service

MADS= $252,546

Information provided by FMS Bonds

Table 4
Biscayne Drive Estates - Expansion Area
Community Development District
Allocation of Total Project Cost

Land Use	No. of Units	ERUs per Unit	Total ERUs	Total Cost Allocated	Total Costs per Unit
Single Family 100'	17	1.00	17.00	$ 1,384,095	$ 81,417.33
Single Family 60'	70	0.93	64.75	$ 5,271,772	$ 75,311.03
Single Family 50'	79	0.88	69.52	$ 5,660,133	$ 71,647.25
Totals	**166**		151.27	**$ 12,316,000**	

Table 5
Biscayne Drive Estates - Expansion Area
Community Development District
Bond Allocation of Par Debt (Preliminary)

Land Use	No. of Units	Total ERUs	Total Cost Allocated	Bonds Total Allocation of Par Debt (1)	Bonds Allocation of Par Debt per Unit	Annual Debt Assessment Total	Annual Debt Assessment Per Unit*
Single Family 100'	17	17.00	$ 1,384,095	$ 434,480	$ 25,558	$ 30,395	$ 1,788
Single Family 60'	70	64.75	$ 5,271,772	$ 1,491,855	$ 21,312	$ 104,366	$ 1,491
Single Family 50'	79	69.52	$ 5,660,133	$ 1,683,665	$ 21,312	$ 117,785	$ 1,491
Totals	166	**151.27**	**$ 12,316,000**	**$ 3,610,000**		**$252,546**	

* This amount will be grossed up to include discounts for early payments and county collection fees when collected on the Miami-Dade County tax bills (currently 5%).
(1) The developer will contribute infrastructure in lieu of higher debt assessments

Table 6
Biscayne Drive Estates - Expansion Area
Community Development District
Preliminary Assessment Roll

Folio ID#	Owner	Single Family Units	Acres	Total Allocation of Cost Per Parcel	Allocation of Par Debt per Parcel	Allocation of Annual Assessment per Parcel*
30-7906-013-0010	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0020	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0030	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0040	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0050	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0060	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0070	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0080	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0090	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0100	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0110	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0120	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0130	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0140	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0150	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0160	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0170	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0180	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0190	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0200	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0210	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0220	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0230	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0240	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0250	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0260	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0270	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0280	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0290	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0300	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0310	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0320	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0330	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0340	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0350	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0360	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0370	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0380	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0390	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0400	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0410	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0420	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0430	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0440	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-013-0450	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0460	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0470	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0480	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0490	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0500	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0510	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0520	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0530	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491

Table 6
Biscayne Drive Estates - Expansion Area
Community Development District
Preliminary Assessment Roll

Folio ID#	Owner	Single Family Units	Acres	Total Allocation of Cost Per Parcel	Allocation of Par Debt per Parcel	Allocation of Annual Assessment per Parcel*
30-7906-013-0540	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0550	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0560	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0570	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0580	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0590	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0600	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0610	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0620	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0630	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0640	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0650	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0660	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0670	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0680	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0690	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0700	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0710	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0720	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0730	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0740	HOMEBUYER	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0750	LENNAR HOMES LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0760	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0770	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-013-0780	TPG AG EHC III (LEN) Multi State 1 LLC	60'		$ 75,311	$ 21,312	$ 1,491
30-7906-014-0010	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0020	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0030	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0040	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0050	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0060	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0070	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0080	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0090	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0100	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0110	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0120	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0130	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0140	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0150	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491

Table 6
Biscayne Drive Estates - Expansion Area
Community Development District
Preliminary Assessment Roll

Folio ID#	Owner	Single Family Units	Acres	Total Allocation of Cost Per Parcel	Allocation of Par Debt per Parcel	Allocation of Annual Assessment per Parcel*
30-7906-014-0160	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0170	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0180	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0190	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0200	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0210	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0220	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0230	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0240	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0250	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0260	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0270	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0280	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0290	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
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30-7906-014-0310	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0320	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0330	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0340	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0350	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0360	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0370	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0380	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0390	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0400	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491

Table 6
Biscayne Drive Estates - Expansion Area
Community Development District
Preliminary Assessment Roll

Folio ID#	Owner	Single Family Units	Acres	Total Allocation of Cost Per Parcel	Allocation of Par Debt per Parcel	Allocation of Annual Assessment per Parcel*
30-7906-014-0410	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0420	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0430	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0440	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0450	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0460	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0470	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0480	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0490	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0500	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0510	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0520	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0530	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0540	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0550	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0560	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0570	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0580	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
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30-7906-014-0620	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0630	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0640	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0650	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0660	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
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Table 6
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Community Development District
Preliminary Assessment Roll

Folio ID#	Owner	Single Family Units	Acres	Total Allocation of Cost Per Parcel	Allocation of Par Debt per Parcel	Allocation of Annual Assessment per Parcel*
30-7906-014-0680	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0690	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0700	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0710	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0720	HOMEBUYER	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0730	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0740	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0750	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0760	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0770	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0780	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0790	LENNAR HOMES LLC	100'		$ 81,417	$ 25,558	$ 1,788
30-7906-014-0800	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0810	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0820	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0830	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0840	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0850	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0860	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0870	LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
30-7906-014-0880	TPG AG EHC III LEN MULTI STATE 6 C/O LENNAR HOMES LLC	50'		$ 71,647	$ 21,312	$ 1,491
Totals				**$ 12,316,000**	**$ 3,610,000**	**$ 252,546**

* This amount will be grossed up to include discounts for early payments and county collection fees when collected on the Miami-Dade County tax bills (currently 5%).

RESOLUTION NO. 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS (THE "BOARD") OF THE BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $5,000,000 BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2026 (EXPANSION AREA PROJECT) (THE "2026 BONDS") TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN A DESIGNATED ASSESSMENT AREA WITHIN THE DISTRICT REFERRED TO AS THE "EXPANSION AREA"; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE 2026 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE 2026 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE 2026 BONDS; APPROVING THE USE AND APPLICATION OF THAT CERTAIN MASTER TRUST INDENTURE DATED OCTOBER 1, 2022 WITH RESPECT TO THE 2026 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE GOVERNING THE 2026 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE 2026 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2026 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Biscayne Drive Estates Community Development District (the "District"), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 21-101 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "BCC") on October 5, 2021, becoming effective on October 15, 2021 (the "Original Ordinance"), amended by Ordinance No. 26-40 of the BCC, enacted on June 2, 2026, and effective on June 12, 2026 (the "2026 Expansion Ordinance"); and

WHEREAS, the 2026 Expansion Ordinance, which amended and supplemented the Original Ordinances, expanded the boundaries of the District by approximately 54.43 acres (herein the "Expansion Area");

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

WHEREAS, the Board of Supervisors of the District (herein, the "Board") has previously adopted Resolution No. 2026-07 on June 26, 2026 (the "Expansion Area Bond Resolution"), pursuant to which the District authorized the issuance of not to exceed $14,330,000 of its Special Assessment Bonds to be issued in one or more Series to finance all or a portion of the District's capital improvement program relating to the Expansion Area; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Expansion Area Bond Resolution; and

WHEREAS, the Series 2026 Bonds (as herein defined) will be issued pursuant to that certain Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture") and a Second Supplemental Trust Indenture expected to be dated as of September 1, 2026 (the "Second Supplemental Indenture"), both by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and

WHEREAS, the Board hereby determines to issue its Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area) (the "2026 Bonds") in the principal amount of not exceeding $5,000,000 for the purpose of providing funds to finance a portion of the public infrastructure within the Expansion Area within District, as described in the District's *First Supplemental Engineer's Report for Expansion Area Infrastructure Improvements* dated June 26, 2026, as supplemented and amended from time to time ("Engineer's Report" which portion of the described improvements financed with the 2026 Bonds is herein referred to as the "Expansion Area Project"); and

WHEREAS, the Expansion Area Project is hereby determined to be necessary to coincide with the developer's plan of development within the Expansion Area; and

WHEREAS, there has been submitted to this meeting, with respect to the issuance and sale of the 2026 Bonds, and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the 2026 Bonds by and between FMSbonds, Inc., as the underwriter (the "Underwriter") and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the "Bond Purchase Contract");

(ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the "Preliminary Limited Offering Memorandum");

(iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C; and

(iv) a Second Supplemental Indenture between the District and the Trustee, substantially in the form attached hereto as Exhibit D and, together with the Master Indenture (the "2026 Indenture")

WHEREAS, in connection with the sale of the 2026 Bonds, it may be necessary that certain modifications be made to the *Master Assessment Methodology for Special Assessment Bonds (Expansion Area Project)* dated June 26, 2026, as supplemented and amended from time to time ("Assessment Methodology Report") and the Engineer's Report to conform such reports to the final terms of the 2026 Bonds; and

WHEREAS, the proceeds of the 2026 Bonds shall also fund a debt service reserve account, pay capitalized interest, if any, and pay the costs of the issuance of the 2026 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Biscayne Drive Estates Community Development District (the "Board"), as follows:

Section 1. **Negotiated Limited Offering of 2026 Bonds**. The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the 2026 Bonds and secure better interest rates, it is necessary and in the best interest of the District that the 2026 Bonds, in the aggregate principal amount of not exceeding $5,000,000, be sold on a negotiated limited offering basis. The District hereby further finds that it will not be adversely affected if the 2026 Bonds are not sold pursuant to competitive sales.

Section 2. **Purpose**. The District has authorized its capital improvement plan for the development of the District, as set forth in the Engineer's Report, and hereby authorizes the financing of a portion of the acquisition and construction of certain public infrastructure benefiting the assessable lands within the District by issuing the 2026 Bonds to finance a portion of such public infrastructure described in the Engineer's Report and constituting the Expansion Area Project. The Expansion Area Project includes, but is not limited to, public roadway improvements, including mobility fees, stormwater drainage facilities including related earthwork, water and sewer facilities, including connection fees, all as more particularly described in the Engineer's Report.

Section 3. **Sale of the 2026 Bonds**. Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the 2026 Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida

Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the 2026 Bonds mature not later than the statutory permitted period; (ii) the principal amount of the 2026 Bonds issued does not exceed $5,000,000; (iii) the interest rate on the 2026 Bonds shall not exceed the maximum rate permitted under Florida law; (iv) if the 2026 Bonds are subject to optional redemption which determination will be made on or before the sale date of the 2026 Bonds, the first optional call date and the redemption price shall be determined on or before the execution of the Bond Purchase Contract; and (v) the purchase price to be paid by the Underwriter for the 2026 Bonds is not less than 98% of the par amount of the 2026 Bonds issued (exclusive of any original issuance discount).

Section 4. **The Limited Offering Memorandum**. The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the 2026 Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the 2026 Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the 2026 Bonds. The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2026 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 5. **Details of the 2026 Bonds.** The proceeds of the 2026 Bonds shall be applied in accordance with the provisions of the 2026 Indenture. The 2026 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the Second Supplemental Indenture. The execution of the Second Supplemental Indenture shall constitute approval of such terms as set forth in the 2026 Indenture and this Resolution. The maximum aggregate principal amount of the 2026 Bonds authorized to be issued pursuant to this Resolution and the 2026 Indenture shall not exceed $5,000,000.

Section 6. **Continuing Disclosure; Dissemination Agent**. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the 2026 Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Governmental Management Services – South Florida, LLC is hereby appointed the initial dissemination agent.

Section 7. **Authorization of Execution and Delivery of the Second Supplemental Indenture; Application of Master Indenture**. The Bond hereby authorizes the use and application of the Master Indenture with respect to the 2026 Bonds. The District does further hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary or any Assistant Secretary to attest and authorize the delivery of the Second Supplemental Indenture, between the District and the Trustee. The 2026 Indenture shall provide for the security of the 2026 Bonds and express the terms of the 2026 Bonds. The Second Supplemental Indenture shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the 2026 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same upon the advice of Bond Counsel and counsel to the District, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Second Supplemental Indenture attached hereto as Exhibit D.

Section 8. **Authorization and Ratification of Prior Acts**. All actions previously taken by or on behalf of District in connection with the issuance of the 2026 Bonds are hereby authorized, ratified and confirmed.

Section 9. **Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the 2026 Bonds.

Section 10. **Book-Entry Only Registration System**. The registration of the 2026 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 11. **Assessment Methodology Report**. The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Governmental Management Services – South Florida, LLC in connection with the 2026 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2026 Bonds.

Section 12. **Engineer's Report**. The Board hereby authorizes any modifications to the Engineer's Report prepared by Alvarez Engineers, Inc. if such modifications are determined to be appropriate in connection with the issuance of the 2026 Bonds or modifications to the Expansion Area.

Section 13. **Further Official Action**. The Chairperson, the Vice Chairperson, the Secretary and each other member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 14. **Severability**. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 15. **Inconsistent Proceedings**. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Biscayne Drive Estates Community Development District, this 18th day of October, 2026.

	BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
By:__________________________	By:__________________________
Name: Juliana Duque	Name: Teresa Baluja
Title: Assistant Secretary	Title: Chairperson, Board of Supervisors

EXHIBIT A

FORM OF BOND PURCHASE CONTRACT

EXHIBIT B

DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE

726513330v4

$[PAR]
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
(MIAMI-DADE COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)

BOND PURCHASE CONTRACT

[Pricing Date]

Board of Supervisors
Biscayne Drive Estates Community Development District
Miami-Dade County, Florida

Ladies and Gentlemen:

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

1. **Purchase and Sale**. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its aggregate principal amount of $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Bonds shall be $_____________ (representing the $[PAR].00 aggregate principal amount of the Bonds, [plus/less] [net] original issue [premium/discount] of $____________ and less an underwriter's discount of $______________). The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing."

2. **The Bonds**. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), Section 1.01(A)(21) of the Miami-Dade Home Rule Charter, and by

Ordinance No. 21-101 enacted by the Board of County Commissioners of the County on October 5, 2021 and became effective on October 15, 2021, as amended by Ordinance No. 26-40 enacted by the Board of County Commissioners of the County on June 2, 2026 and became effective on June 12, 2026. The Bonds are being issued by the District pursuant to the Act, Resolution No. 2026-07 and Resolution No. 2026-09 duly adopted by the Board on June 26, 2026 and September 18, 2026, respectively (collectively, the "Bond Resolution"), and secured pursuant to the provisions of a Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Series 2026 Special Assessments comprising the Series 2026 Pledged Revenues for the Bonds have been levied by the District on those lands within the District specially benefited by the Expansion Area Project (as defined in the herein defined Preliminary Limited Offering Memorandum) pursuant to Resolution No. 2026-05, Resolution No. 2026-06, and Resolution No. 2026-__ of the District duly adopted on June 26, 2026, June 26, 2026 and ____________, 2026, respectively (collectively, the "Assessment Resolutions").

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

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

(b) The District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 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).

4. **Use of Documents**. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [PLOM Date] (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date and in sufficient time to allow the Underwriter to comply with all requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated the date hereof (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The District hereby ratifies the execution and use of the Preliminary Limited Offering Memorandum and approves the circulation and use of the Limited Offering Memorandum by the Underwriter.

5. **Definitions**. For purposes hereof, (a) this Purchase Contract, the Indenture, the Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among

the District, TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks"), Lennar Homes, LLC, a Florida limited liability company (the "Developer"), and Governmental Management Services – South Florida, LLC, Sunrise, Florida, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as Appendix E thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the Acquisition Agreement (Expansion Area) by and between the District and the Developer dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights Relating to Expansion Area by and among the District, the Land Banks and the Developer to be dated as of the Closing Date in recordable form (the "Collateral Assignment"), and the Completion Agreement (Expansion Area) to be entered into by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), are collectively referred to herein as the "Ancillary Agreements."

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

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the collection agreement with the Miami-Dade County Tax Collector to provide for the collection of the Series 2026 Special Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Bonds;

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

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

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

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements and the Expansion Area Project, to the extent referred to in the Preliminary Limited Offering Memorandum, conform (except for Permitted Omissions), or with respect to the Limited Offering Memorandum will conform, in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements and the Expansion Area Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2026 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Preliminary Limited Offering Memorandum or the collection of the Series 2026 Special Assessments or the pledge of and lien on the Series 2026 Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Expansion Area Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements, or the application of the proceeds of the Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto, except for Permitted Omissions with respect to the Preliminary Limited Offering Memorandum;

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

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LAND BANKS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – The Land Banks" and "– The Developer," "CONTINUING DISCLOSURE" (as it relates to the Developer and the Land Banks) and "UNDERWRITING;"

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LAND BANKS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – The Land Banks" and "– The Developer," "CONTINUING DISCLOSURE" (as it relates to the Developer and the Land Banks) and "UNDERWRITING";

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

(m) Since the date of the Preliminary Limited Offering Memorandum, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Preliminary Limited Offering Memorandum, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment

Resolutions, the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

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

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

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the Series 2026 Pledged Revenues.

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

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

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

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

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

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

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

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

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

(5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or in form and substance otherwise acceptable to the Underwriter and its Counsel;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Billing Cochran, P.A., counsel to the District, in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to Bond Counsel, the Underwriter and its counsel, in their sole discretion;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Lewis, Longman & Walker, P.A., counsel to the Land Banks in form and substance acceptable to the District, Bond Counsel, Underwriter and Underwriter's counsel;

(8) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Holland & Knight LLP, counsel to the Developer in form and substance acceptable to the District, Bond Counsel, Underwriter and Underwriter's counsel;

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

(10) An opinion, dated as of the Closing Date and addressed to the Underwriter, of Squire Patton Boggs (US) LLP, Counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(11) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(12) The Closing Certificates of the Land Banks and the Developer, each dated as of the Closing Date, signed by an authorized officer of the Land Banks and the Developer, in the forms annexed as <u>Exhibit E-1</u> and <u>Exhibit E-2</u> hereto, respectively, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District.

(13) A copy of the Ordinance;

(14) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date, and each of such representations relating to the Preliminary Limited Offering Memorandum and the statements contained therein, hereby also include the Limited Offering Memorandum, which representations relating to the Limited Offering Memorandum continue to be true and accurate in all material respects as of the Closing Date as if made on such date; (ii) the District has performed all of its obligations to be performed hereunder as of the Closing Date; (iii) the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) upon platting, the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2026 Special Assessments in the manner described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LAND BANKS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – The Land Banks" and "– The Developer" and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the

Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (vi) the District acknowledges its agreement to undertake its obligation under the Disclosure Agreement and is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12;

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

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

(17) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

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

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

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

(21) To the extent required under the Second Supplemental Indenture, an investor letter from each initial beneficial owner of the Bonds in the form attached to the Second Supplemental Indenture;

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

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

(24) A certified copy of the final judgment of the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, validating the Bonds and the certificate of no-appeal;

(25) A copy of the First Supplemental Engineer's Report for the Expansion Area Infrastructure Improvements dated June 26, 2026, relating to the Bonds, as may be supplemented from time to time;

(26) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Bonds;

(27) Copies of the Master Assessment Methodology for Special Assessment Bonds (Expansion Area Project) dated June 26, 2026 and the Final Supplemental Assessment Methodology dated [Pricing Date], relating to the Bonds, as supplemented from time to time;

(28) Acknowledgments in recordable form by all mortgage holder(s), if any, on lands within the District as to the superior lien of the Series 2026 Special Assessments in form and substance acceptable to Underwriter and Underwriter's Counsel.

(29) The Declaration of Consent to Jurisdiction of the Biscayne Drive Estates Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record (2026 Expansion Area) executed and delivered by the Developer, the Land Banks and any other entity owning any land in the District as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the Series 2026 Special Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(30) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent") for the Bonds, with the execution of the Disclosure Agreement by the District and the other parties thereto being conclusive evidence of such acceptance by the Underwriter; and

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

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

9. **Termination**. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax-exempt status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the District, the Developer or the Land Banks has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, the Land Banks or the Developer, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2026 Special Assessments.

10. **Expenses.**

(a) The District agrees to pay from the proceeds of the Bonds, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, Land Banks' counsel, Developer's counsel as it relates to work incurred in connection with the Bonds, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Bonds. The District shall record all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

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

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

12. **Notices**. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Governmental Management Services – South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351, Attention: [Rich Hans] and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

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

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

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

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

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

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

[Signature Page to Follow**]**

Very truly yours,

FMSBONDS, INC.

By: ______________________________
Theodore A. Swinarski,
Senior Vice President – Trading

Accepted and agreed as of
the date first written above.

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: ______________________________
Teresa Baluja,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[Pricing Date]

Biscayne Drive Estates Community Development District
Miami-Dade County, Florida

Re: $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [Pricing Date] (the "Bond Purchase Contract"), between the Underwriter and Biscayne Drive Estates Community Development District (the "District"), furnishes the following disclosures to the District in connection with the limited offering and sale of the Bonds:

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Bonds is approximately $[20.00] per $1,000.00 or $____________.

2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Bonds are: None.

3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.

4. The management fee charged by the Underwriter is: $0/$1,000 or $0.

5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds is as follows: None. Squire Patton Boggs (US) LLP has been retained as counsel to the Underwriter and will be compensated by the District.

Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds:

The District is proposing to issue $[PAR] aggregate amount of the Bonds for the purpose of providing funds for (i) the Costs of acquiring and/or constructing a portion of the Expansion Area Project (as defined in the Preliminary Limited Offering Memorandum), (ii) paying interest on the Series 2026 Bonds through at least November 1, 2026; (iii) the funding of the Series 2026 Reserve Account in an amount equal to the initial Series 2026 Reserve Requirement; and (iv) the payment of the costs of issuance of the Bonds.

This debt or obligation is expected to be repaid over a period of approximately __ years and __ months. At a true interest cost rate of _______%, total interest paid over the life of the Bonds will be $______________.

The source of repayment for the Bonds are the Series 2026 Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately $___________ (representing the average annual debt service payments due on the Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other capital projects of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2026 Special Assessments in the amount of the principal of and interest to be paid on the Bonds.

[Signature Page to Follow**]**

The name and address of the Underwriter is:

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

Sincerely,

FMSBONDS, INC.

By: ________________________________
Theodore A. Swinarski,
Senior Vice President – Trading

SCHEDULE I

Expenses for Bonds:

Expense	Amount
DALCOMP	$
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
Misc.	
TOTAL:	$

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price for Bonds:** $_____________ (representing the $[PAR].00 aggregate principal amount of the Series 2026 Bonds, [plus/less] [net] original issue [premium/discount] of $______________ and less an underwriter's discount of $____________).

2. **Principal Amounts, Maturities, Interest Rates, Yields and Prices:**

Amount	Maturity Date (May 1)	Rate	Yield	Price

____

* Term Bond.

[The Underwriter represents that it has sold at least 10% of each maturity of the Series 2026 Bonds at the offering prices set forth above as of the sale date.]

3. **Redemption Provisions:**

Optional Redemption. The Series 2026 Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2026 Bonds of a maturity to be selected by lot), at a Redemption Price equal to 100% of the principal amount of Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2026 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

[Remainder of page intentionally left blank.]

Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2026 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

[Remainder of page intentionally left blank.]

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The Series 2026 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee in writing revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026 Prepayment Principal (including amounts transferred from the Series 2026 Reserve Account as a credit against the amount of the Series 2026 Prepayment Principal due and owing) deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account following the payment in whole or in part of Series

2026 Special Assessments on any assessable property within the Expansion Area of the District in accordance with the provisions of the Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund, the Series 2026 Costs of Issuance Account and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2026 Reserve Account) all of which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[Closing Date]

Biscayne Drive Estates Community Development District
Miami-Dade County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Biscayne Drive Estates Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its $[PAR] aggregate principal amount of Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds"). The Bonds are secured pursuant to that certain Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture"), as supplemented by that certain Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture") each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

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

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

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

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

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

3. The information in the Limited Offering Memorandum under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2026 BONDS" (other than the subheading "Book-Entry Only System"), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" (other than the subheading "Assessment Methodology / Series 2026 Special Assessments"), and "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" insofar as such statements constitute descriptions of the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein and the information under the captions "TAX MATTERS," and "AGREEMENT BY THE STATE" insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State"), and the provisions of the Internal Revenue Code of 1986, as amended (the "Code") is correct as to matters of law.

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

Very truly yours,

EXHIBIT D

OPINION OF DISTRICT COUNSEL

Biscayne Drive Estates Community Development District
Miami-Dade County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

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

Re: $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project)

Ladies and Gentlemen:

We have served as counsel to Biscayne Drive Estates Community Development District (the "District") in connection with the issuance of the above-referenced bonds (the "Bonds").

Unless otherwise expressly defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Master Trust Indenture dated as of October 1, 2022, as supplemented by the Second Supplemental Trust Indenture dated as of September 1, 2026 (collectively, the "Indenture") each between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and in the Bond Purchase Contract dated [Pricing Date] (the "Purchase Contract"), between the District and FMSbonds, Inc., as Underwriter.

Based upon the foregoing and subject to the qualifications set forth below, we are of the opinion that:

1. The District has been established and validly exists as a community development district and independent local unit of special-purpose government under applicable Florida law. The Purchase Contract, the Indenture, the DTC Letter of Representations, the Continuing Disclosure Agreement, the Acquisition Agreement (Expansion Area), the Collateral Assignment and Assumption of Development Rights Relating to Expansion Area, and the Completion Agreement (Expansion Area) (collectively, the "Financing Documents") and the Bonds have been duly authorized, executed and delivered, and assuming due execution by the other party(ies) thereto, if applicable, the Financing Documents, the Bonds, Resolution No. 2026-07 and Resolution No. 2026-09 duly adopted by the Board on June 26, 2026 and September 18, 2026, respectively (collectively, the "Bond Resolution"), and Resolution No. 2026-05, Resolution No. 2026-06, and Resolution No. 2026-__ duly adopted by the Board on June 26, 2026, June 26, 2026 and ____________, 2026, respectively (collectively, the "Assessment Resolution"), constitute legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, and similar laws affecting creditors' rights generally and general principles of equity. The Bond Resolution and the Assessment Resolution are in full force and effect.

2. There is no litigation or other proceeding now pending of which the District or its registered agent has received notice or service of process, or to our best knowledge, threatened against the District: (a) contesting the existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (b) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum or the collection of Series 2026 Special Assessments or the pledge of and lien on the Series 2026 Pledged Revenues pursuant to the Indenture; (c) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District relating to authorization for the issuance of the Bonds or the authorization of the Bond Resolution, the Assessment Resolution, the Financing Documents or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memorandum; (d) specifically contesting the federal or state tax status of the Bonds; or (e) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any supplement or amendment thereto.

3. The District has duly authorized, executed, and delivered the Limited Offering Memorandum.

4. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memoranda"), as counsel to the District, the statements contained in the Limited Offering Memoranda as they relate to the District under the captions "LITIGATION – The District" and "VALIDATION," are fair and accurate. The information set forth under the captions "INTRODUCTION," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (except as to the statements contained under "The District Manager and Other Consultants" and "Prior Indebtedness"), "ASSESSMENT METHODOLOGY" (with respect to the second paragraph only), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "CONTINUING DISCLOSURE," "ENFORCEABILITY OF REMEDIES" and "AUTHORIZATION AND APPROVAL," is a fair and accurate summary of the law relating to collection and enforcement of special assessments and the documents and facts summarized therein.

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

6. The execution and delivery of the Bonds, the Financing Documents and the adoption of the Bond Resolution and the Assessment Resolution and compliance with the provisions on the District's part contained therein will not conflict with or constitute a breach of or default under any applicable constitutional provision or law, or to the best of our knowledge,

under any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as expressly provided by the Bonds and the Indenture. To the best of our knowledge after due inquiry, the District has taken no action which, with the lapse of time or the giving of notice, or both would constitute a material default or event of default by the District under the Bonds or the Financing Documents.

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

8. The District has the right and authority under the Act and other state law to adopt the Bond Resolution and the Assessment Resolution, to issue the Bonds, to purchase the Expansion Area Project being financed with the proceeds of the Bonds and to levy the Series 2026 Special Assessments that will secure the Bonds, and has duly adopted the Bond Resolution and the Assessment Resolution. The District has or can acquire good and marketable title to the Expansion Area Project free of all liens and encumbrances except such as will not materially interfere with the proposed uses thereof.

9. All proceedings undertaken by the District with respect to the Series 2026 Special Assessments securing the Bonds, including adoption of the Assessment Resolution, were undertaken in accordance with Florida law, and the District has taken all necessary action as of the date hereof to levy and impose the Series 2026 Special Assessments. The Series 2026 Special Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2026 Special 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, excluding federal tax liens.

10. The Bonds have been validated by a final judgment of the Eleventh Circuit Court in and for Miami-Dade County, Florida, of which no timely appeal was filed.

11. The District has the full power and authority to own and operate the Expansion Area Project.

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

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. Other than the signatures of District officers and members of the Board, we have also assumed the genuineness of the signatures appearing on such public records, certifications, documents and proceedings, including the Financing Documents. We have also assumed the due authorization, execution and delivery of each document by each of the other respective parties thereto.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium 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.

The opinions or statements expressed above are based solely on the laws of Florida and the United States of America, excluding matters of compliance with or applicability of tax laws, "Blue Sky" laws or other securities laws. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

Very truly yours,

EXHIBIT E-1

CERTIFICATE OF LAND BANKS

TPG AG EHC III (LEN) MULTISTATE 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank"), and TPG AG EHC III (LEN) MULTI STATE 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks"), DO HEREBY CERTIFY that:

1. Each of the Land Banks is a limited liability company organized and existing under the laws of the State of Delaware and are authorized to conduct business in the State of Florida.

2. Representatives of the Land Banks have provided information to Biscayne Drive Estates Community Development District (the "District") to be used in connection with the offering by the District of its $[PAR] aggregate principal amount of Special Assessment Bonds, Series 2026 (Expansion Area Project), pursuant to a Preliminary Limited Offering Memorandum dated [PLOM Date] and a final Limited Offering Memorandum dated [Pricing Date] (collectively, the "Limited Offering Memoranda").

3. Each of the Declaration of Consent to Jurisdiction of the Biscayne Drive Estates Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record (2026 Expansion Area) by and among the Land Banks and Lennar Homes, LLC (the "Developer") dated [Closing Date], the Collateral Assignment and Assumption of Development Rights Relating to Expansion Area by and among the District, the Land Banks and the Developer dated [Closing Date] in recordable form, and the Continuing Disclosure Agreement dated [Closing Date] among the Land Banks, the Developer, the District and Governmental Management Services – South Florida, LLC, as dissemination agent (collectively, the "Land Bank Documents"), is a valid and binding obligation of the Land Banks, enforceable against the Land Banks in accordance with its terms. The execution and delivery by the Land Banks of the Land Bank Documents does not violate any judgment, order, writ, injunction or decree binding on the Land Banks or any indenture, agreement, or other instrument to which either of the Land Banks is a party. There are no proceedings pending against or threatened in writing before any court or administrative agency relating to the Land Banks which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Land Banks' ability to perform their obligations under the Land Bank Documents.

4. Each of the Land Banks has reviewed and approved the Land Bank Documents and the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT" and "THE LAND BANKS AND THE DEVELOPER" and with respect to the Land Banks and the Development (as such terms are used in the Limited Offering Memoranda) under the captions "BONDOWNERS' RISKS," "LITIGATION – The Land Banks," and "CONTINUING DISCLOSURE" (as it related to the Land Banks) and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, the Land Banks are not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a

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

5. To the best of my knowledge, each of the Land Banks is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Land Banks and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits and approvals required in connection with the construction of the Development and the Expansion Area Project as described in the Limited Offering Memoranda, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the Land Banks' ability to complete development of the Development and the Expansion Area Project as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete development of the Development and the Expansion Area Project as described in the Limited Offering Memoranda will not be obtained in due course as required by the Land Banks.

6. Each of the Land Banks hereby represents and warrants that it has fully complied with the terms and conditions of the Declaration of Restrictive Covenants, executed by the Land Banks and recorded in the public records of Miami-Dade County, Florida, OR Book _______, Page ______ (the "Declaration"). In particular, each of the Land Banks hereby represents and warrants that it has provided and will continue to provide all necessary and appropriate disclosure to prospective purchasers of residential units in the District in accordance with the Declaration and Exhibit B attached thereto.

7. Neither of the Land Banks is insolvent. Neither of the Land Banks has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Neither of the Land Banks has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

8. To the best of my knowledge, the levy of the Special Assessments (as defined in the Land Bank Documents) on the lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which each of the Land Banks is a party or to which each of the Land Banks or any of its property or assets is subject.

9. To the best of my knowledge, neither of the Land Banks is 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 2026 Bonds or the District.

10. To the best of my knowledge and in reliance on the environmental site assessments provided to the Land Banks, neither of the Land Banks is aware of any condition related to the District which currently requires, or is reasonably expected to require in the foreseeable future,

investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

11. That this certification is made with knowledge that it will be in full force and effect as of the date of the opinion letter of counsel to be signed and delivered by Lewis, Longman & Walker, P.A. and will be relied upon by Lewis, Longman & Walker, P.A. in connection with an opinion letter which is required to be given by Lewis, Longman & Walker, P.A. as counsel for the Land Banks in connection with the District.

Dated: [Closing Date]

TPG AG EHC III (LEN) MULTISTATE 1, LLC

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, as Authorized Agent

By: ______________________________
Name:
Title:

TPG AG EHC III (LEN) MULTI STATE 6, LLC

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, as Authorized Agent

By: ______________________________
Name:
Title:

EXHIBIT E-2

CERTIFICATE OF DEVELOPER

LENNAR HOMES, LLC, a Florida limited liability company (the "Developer"), DOES HEREBY CERTIFY that:

1. The Developer is a limited liability company organized and existing under the laws of the State of Florida.

2. Representatives of the Developer have provided information to Biscayne Drive Estates Community Development District (the "District") to be used in connection with the offering by the District of its $[PAR] aggregate principal amount of Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Series 2026 Bonds"), pursuant to a Preliminary Limited Offering Memorandum dated [PLOM Date] and a final Limited Offering Memorandum dated [Pricing Date] (collectively, the "Limited Offering Memoranda").

3. Each of the Declaration of Consent to Jurisdiction of the Biscayne Drive Estates Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record (2026 Expansion Area) by TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks") and the Developer dated [Closing Date], the Completion Agreement (Expansion Area) dated [Closing Date], by and between the District and the Developer, the Collateral Assignment and Assumption of Development Rights Relating to Expansion Area by and among the District, the Land Banks and the Developer dated [Closing Date] in recordable form, the Acquisition Agreement (Expansion Area) by and between the District and the Developer dated [Closing Date], and the Continuing Disclosure Agreement dated [Closing Date] among the Land Banks, the Developer, the District and Governmental Management Services – South Florida, LLC, as dissemination agent (collectively, the "Developer Documents"), is a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms. The execution and delivery by the Developer of the Developer Documents does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending against or threatened in writing before any court or administrative agency relating to Developer which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Developer's ability to perform its obligations under the Developer Documents.

4. The Developer has reviewed and approved the Developer Documents and the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT" and "THE LAND BANKS AND THE DEVELOPER" and with respect to the Developer and the Development (as such terms are used in the Limited Offering Memoranda) under the captions "BONDOWNERS' RISKS," "LITIGATION – The Developer" and "CONTINUING DISCLOSURE" and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. 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. To the best of my knowledge, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits and approvals required in connection with the construction of the Development and the Expansion Area Project as described in the Limited Offering Memoranda, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (b) we are not aware 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 and the Expansion Area Project as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete development of the Development and the Expansion Area Project as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer.

6. The Developer hereby represents and warrants that it has fully complied with the terms and conditions of the Declaration of Restrictive Covenants, executed by the Developer and recorded in the public records of Miami-Dade County, Florida, OR Book _______, Page ______ (the "Declaration"). In particular, the Developer hereby represents and warrants that it has provided and will continue to provide all necessary and appropriate disclosure to prospective purchasers of residential units in the District in accordance with the Declaration and Exhibit B attached thereto.

7. The Developer is not insolvent. 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.

8. To the best of my knowledge, the levy of the Special Assessments (as defined in the Developer Documents) on the lands within the District 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.

9. To the best of my 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 2026 Bonds or the District.

10. To the best of my knowledge and in reliance on the environmental site assessments provided to the Developer, the Developer is not aware of any condition related to the District which currently requires, or is reasonably expected to require in the foreseeable future, investigation or

remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

11. That this certification is made with knowledge that it will be in full force and effect as of the date of the opinion letter of counsel to be signed and delivered by Holland & Knight LLP and will be relied upon by Holland & Knight LLP in connection with an opinion letter which is required to be given by Holland & Knight LLP as counsel for the Developer in connection with the District.

Dated: [Closing Date]

LENNAR HOMES, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

EXHIBIT F

CERTIFICATE OF ENGINEER

CERTIFICATE OF ALVAREZ ENGINEERS, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Contract dated [Pricing Date] (the "Purchase Contract"), by and between Biscayne Drive Estates Community Development District (the "District") and FMSbonds, Inc. with respect to the $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [PLOM Date] and the Limited Offering Memorandum dated [Pricing Date], including the appendices attached thereto (collectively, the "Limited Offering Memoranda"), as applicable.

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

3. The plans and specifications for the Expansion Area Project (as described in the Limited Offering Memoranda) improvements were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Expansion Area Project were obtained.

4. The Engineers prepared a report entitled First Supplemental Engineer's Report for the Expansion Area Infrastructure Improvements dated June 26, 2026 (the "Report"). The Report sets forth the estimated costs of the Expansion Area Project and was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C – ENGINEER'S REPORT" to the Limited Offering Memoranda and a description of the Report and certain other information relating to the Expansion Area Project are included in the Limited Offering Memoranda under the captions "THE EXPANSION AREA PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

6. To the extent constructed, the Expansion Area Project improvements were constructed in sound workmanlike manner and in accordance with industry standards. The portion of the Expansion Area Project improvements to be acquired from the proceeds of the Bonds have been completed in accordance with the plans and specifications therefor.

7. The price being paid by the District to the Land Banks for acquisition of the improvements included within the Expansion Area Project did not exceed the lesser of the actual cost of the Expansion Area Project or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, but without undertaking any independent investigation, the Land Banks are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Land Banks and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development and the Expansion Area Project as described in the Limited Offering Memoranda have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Development and the Expansion Area Project as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development and the Expansion Area Project as described in the Limited Offering Memoranda will not be obtained in due course as required by the Land Banks, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.

9. There is adequate water and sewer service capacity to serve the Development within the District.

Date: [Closing Date]

ALVAREZ ENGINEERS, INC.

By: ______________________________
Print Name: ______________________
Title: ____________________________

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

The undersigned representative of Governmental Management Services – South Florida, LLC, Sunrise, Florida ("GMS"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(20) of the Bond Purchase Contract dated [Pricing Date] (the "Purchase Contract"), by and between Biscayne Drive Estates Community Development District (the "District") and FMSbonds, Inc. with respect to the $[PAR] Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda (as hereinafter defined) relating to the Bonds, as applicable.

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

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the Master Assessment Methodology for Special Assessment Bonds (Expansion Area Project) dated June 26, 2026, as supplemented by the Final Supplemental Assessment Methodology Report dated [Pricing Date] (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

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

5. The information set forth in the Limited Offering Memoranda under the subcaptions "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Assessment Methodology / Series 2026 Special Assessments," "THE DISTRICT," "ASSESSMENT METHODOLOGY," "FINANCIAL INFORMATION," "LITIGATION – The District," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law. As described in more detail in the Assessment Methodology, the benefit to the assessable lands within the District from the Expansion Area Project equals or exceeds the Series 2026 Special Assessments, and the Series 2026 Special Assessments are fairly and reasonably allocated across all benefitted properties within the District.

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

8. The Series 2026 Special 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 2026 Special Assessments are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.

9. The Series 2026 Special Assessments shall not exceed the limitations set forth in Exhibit B to the Declaration of Restrictive Covenants recorded in the public records of Miami-Dade County, Florida.

Dated: [Closing Date]

GOVERNMENTAL MANAGEMENT
SERVICES – SOUTH FLORIDA, LLC,
a Florida limited liability company

By: ______________________________
Name: ____________________________
Title: ____________________________

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED _______________, 2026

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

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District and the Developer (as such terms are hereinafter defined) and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2026 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes and, further, interest on the Series 2026 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2026 Bonds. Bond Counsel is further of the opinion that the Series 2026 Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

$3,610,000*
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
(MIAMI-DADE COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)

Dated: Date of Delivery **Due: May 1, as shown on the inside cover**

The Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Series 2026 Bonds") are being issued by the Biscayne Drive Estates Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and created by Ordinance No. 21-101 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "County") on October 5, 2021 and became effective on October 15, 2021, as amended by Ordinance No. 26-40 enacted by the Board of County Commissioners of the County on June 2, 2026 and became effective on June 12, 2026, expanding the boundaries of the District by 54.43+/- gross acres (the "Expansion Area"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake the acquisition and/or construction of certain public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2026 Bonds will bear interest at the fixed rates set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2026. The Series 2026 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2026 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2026 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee") directly to DTC or its nominee as the registered owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2026 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2026 Bond. See "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System" herein.

The Series 2026 Bonds are being issued by the District pursuant to the Act, Resolution No. 2026-07 and Resolution No. 2026-09 adopted by the Board of Supervisors of the District (the "Board") on June 26, 2026 and September 18, 2026, respectively, and a Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings

* Preliminary, subject to change.

assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Series 2026 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Expansion Area Project (as hereinafter defined); (ii) paying interest on the Series 2026 Bonds through at least November 1, 2026; (iii) the funding of the Series 2026 Reserve Account in an amount equal to the initial Series 2026 Reserve Requirement; and (iv) the payment of the costs of issuance of the Series 2026 Bonds. See "THE EXPANSION AREA PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2026 Bonds will be secured by a pledge of the Series 2026 Pledged Revenues. "Series 2026 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2026 Special Assessments (as herein defined) levied and collected on the assessable lands within the Expansion Area of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2026 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2026 Bonds; provided, however, that Series 2026 Pledged Revenues shall not include (A) any moneys transferred to the Series 2026 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The Series 2026 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

THE SERIES 2026 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2026 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2026 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 2026 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2026 BONDS. THE SERIES 2026 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2026 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2026 Bonds. The Series 2026 Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the Series 2026 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2026 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The initial sale of the Series 2026 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of the Series 2026 Bonds and the excludability of interest on the Series 2026 Bonds from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Billing Cochran, P.A., Fort Lauderdale, Florida, for the Land Banks (as defined herein) by its counsel, Lewis, Longman & Walker, P.A., West Palm Beach, Florida, for the Developer (as defined herein) by its counsel, Holland & Knight LLP, Fort Lauderdale, Florida, and for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. It is expected that the Series 2026 Bonds will be delivered in book-entry form through the facilities of DTC on or about ___________, 2026.

[FMSbonds, Inc. Logo]

Dated: __________, 2026

PRINCIPAL AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND CUSIP NUMBERS

$3,610,000*
Biscayne Drive Estates Community Development District
(Miami-Dade County, Florida)
Special Assessment Bonds, Series 2026
(Expansion Area Project)

$___________ – _____% Series 2026 Term Bond due May 1, 20___ – Yield _____% – Price ______ – CUSIP† __________
$___________ – _____% Series 2026 Term Bond due May 1, 20___ – Yield _____% – Price ______ – CUSIP† __________
$___________ – _____% Series 2026 Term Bond due May 1, 20___ – Yield _____% – Price ______ – CUSIP† __________

* Preliminary, subject to change.
† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Teresa Baluja*, Chairperson
Carmen Orozco*, Vice Chairperson
Vanessa Perez*, Assistant Secretary
Marc Szasz*, Assistant Secretary
Lilibeth Hauck*, Assistant Secretary

* Employee of, or affiliated with, the Developer.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services – South Florida, LLC
Sunrise, Florida

DISTRICT COUNSEL

Billing Cochran, P.A.
Fort Lauderdale, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
West Palm Beach, Florida

DISTRICT ENGINEER

Alvarez Engineers, Inc.
Doral, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2026 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2026 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 LAND BANKS AND THE DEVELOPER (AS SUCH TERMS ARE HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE LAND BANKS OR THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE EXPANSION AREA PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND MAKES NO REPRESENTATION WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY OF THE MATERIAL CONTAINED IN THIS LIMITED OFFERING MEMORANDUM. THE TRUSTEE HAS NO DUTY OR OBLIGATION TO PAY THE SERIES 2026 BONDS FROM ITS OWN FUNDS, ASSETS OR CORPORATE CAPITAL OR TO MAKE INQUIRY REGARDING, OR INVESTIGATE THE USE OF, AMOUNTS DISBURSED FROM THE TRUST.

THE SERIES 2026 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 2026 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2026 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF THE SERIES 2026 SPECIAL ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S, THE LAND BANKS' AND THE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT, THE LAND BANKS AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

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

THE DISTRICT HAS DEEMED THIS PRELIMINARY LIMITED OFFERING MEMORANDUM "FINAL," EXCEPT FOR PERMITTED OMISSIONS WITHIN THE CONTEMPLATION OF RULE 15c2-12(b)(1) PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

$3,610,000*
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
(MIAMI-DADE COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Biscayne Drive Estates Community Development District (the "District" or "Issuer") of its $3,610,000* Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Series 2026 Bonds").

THE SERIES 2026 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2026 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AS AMENDED, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2026 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2026 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and created by Ordinance No. 21-101 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "County") on October 5, 2021 and became effective on October 15, 2021, as amended by Ordinance No. 26-40 enacted by the Board of County Commissioners of the County on June 2, 2026 and became effective on June 12, 2026, expanding the boundaries of the District. The District was created for the purpose of financing the acquisition and construction of and managing the maintenance and operation of certain community development services and facilities for the benefit of District Lands (as defined in the herein defined Indenture), and has previously determined to undertake the acquisition and/or construction of certain public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands. The Act authorizes the District to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District encompass approximately 118.45+/- gross acres of land (the "District Lands"), located entirely within an unincorporated area of the County planned to contain 314 single-family residential units (the "Development"). The Development is being marketed as two residential communities known as (i) "Sedona Estates," which contains 148 single-family residential units (the "Original Development") and (ii) "[Lennar at Heron Pointe][Confirm]," which is planned to contain 166 single-family units (the "Expansion Area"), collectively referred to herein as the "Development." The Series 2026 Bonds are payable from and secured solely by the Series 2026 Pledged Revenues, which consist primarily of the Series 2026 Special Assessments (as hereinafter defined). The Series 2026 Special

* Preliminary, subject to change.

Assessments will at issuance be levied on the 166 platted lots within the Expansion Area. Final plats for the 166 platted lots within the Expansion Area were recorded on September 29, 2025 and May 22, 2026. See "APPENDIX D – ASSESSMENT METHODOLOGY" herein. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank") is a landowner within the Expansion Area. Lennar Homes, LLC, a Florida limited liability company (the "Developer") has entered into the TPG 1 Construction Agreement (as hereinafter defined) and the TPG 1 Option Agreement (as hereinafter defined) with the TPG 1 Land Bank. Pursuant to the TPG 1 Construction Agreement, the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area. Pursuant to the TPG 1 Option Agreement, the Developer has the option to purchase the ___ developed lots subject to the TPG 1 Construction Agreement. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreements and the Option Agreements" and "THE LAND BANKS AND THE DEVELOPER" herein for more information.

TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks") is a landowner within the Expansion Area. The Developer has entered into the TPG 6 Construction Agreement (as hereinafter defined) and the TPG 6 Option Agreement (as hereinafter defined) with the TPG 6 Land Bank. Pursuant to the TPG 6 Construction Agreement, the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area. Pursuant to the TPG 6 Option Agreement, the Developer has the option to purchase the ___ developed lots subject to the TPG 6 Construction Agreement. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreements and the Option Agreements" and "THE LAND BANKS AND THE DEVELOPER" herein for more information.

The Developer will construct and market all 166 planned single-family units within the Expansion Area for sale to homebuyers. As of September 2026, the TPG 1 Land Bank owns ___ lots within the Expansion Area, the TPG 6 Land Bank owns ___ lots within the Expansion Area and the Developer owns ___ lots within the Expansion Area. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreements and the Option Agreements" herein for more information.

The Series 2026 Bonds are being issued by the District pursuant to the Act, Resolution No. 2026-07 and Resolution No. 2026-09 adopted by the Board of Supervisors of the District (the "Board") on June 26, 2026 and September 18, 2026, respectively, and a Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Series 2026 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Expansion Area Project (as hereinafter defined); (ii) paying interest on the Series 2026 Bonds through at least November 1, 2026; (iii) the funding of the Series 2026 Reserve Account in an amount equal to the initial Series 2026 Reserve Requirement; and (iv) the payment of the costs of issuance of the Series 2026 Bonds. See "THE EXPANSION AREA PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2026 Bonds will be secured by a pledge of the Series 2026 Pledged Revenues. "Series 2026 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2026 Special

Assessments levied and collected on the assessable lands within the Expansion Area of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2026 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2026 Bonds; provided, however, that Series 2026 Pledged Revenues shall not include (A) any moneys transferred to the Series 2026 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The District previously issued its Series 2022 Bonds (as hereinafter defined). The special assessments that secure the Series 2022 Bonds are herein collectively referred to as the "Series 2022 Special Assessments." The Series 2026 Special Assessments are not pledged to the payment of the principal of and interest on the Series 2022 Bonds and the Series 2022 Special Assessments securing the Series 2022 Bonds are not pledged to the payment of the principal of and interest on the Series 2026 Bonds. After the issuance of the Series 2026 Bonds, the Series 2026 Special Assessments will be the only special assessments levied on all of the planned 166 residential units within the Expansion Area. See "THE DISTRICT – Prior Indebtedness" and "ASSESSMENT METHODOLOGY" herein for more information.

There follows in this Limited Offering Memorandum, among other things, a brief description of the District, the Expansion Area Project, the Development, the Expansion Area, the Land Banks, the Developer, a description of the terms of the Series 2026 Bonds and summaries of certain terms of the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and the Act, and all references to the Series 2026 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Second Supplemental Indenture appear in APPENDIX A hereto.

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

DESCRIPTION OF THE SERIES 2026 BONDS

General Description

The Series 2026 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of $5,000 and any integral multiple thereof. The Series 2026 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof.

The Series 2026 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2026 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing November 1, 2026, and any other date the principal of the Series 2026 Bonds is paid, including any Quarterly Redemption Date. "Quarterly Redemption Date" means February 1, May 1, August 1 and November 1 of any calendar year. Interest on the Series 2026 Bonds will be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2026, in which case from the date of initial delivery, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Series 2026 Bonds will be computed in all cases on the basis of a 360-day year of twelve 30-day months.

Upon initial issuance, the ownership of the Series 2026 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry only form. The Series 2026 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System" and "SUITABILITY FOR INVESTMENT" below.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the Series 2026 Bonds.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20___ (less than all Series 2026 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2026 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on May 1, 20___ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

The Series 2026 Bonds maturing on May 1, 20___ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

The Series 2026 Bonds maturing on May 1, 20___ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

Upon any redemption of the Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee in writing revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026 Prepayment Principal (including amounts transferred from the Series 2026 Reserve Account as a credit against the amount of the Series 2026 Prepayment Principal due and owing) deposited into the Series 2026 Prepayment Subaccount of the Series 2026

Bond Redemption Account following the payment in whole or in part of the Series 2026 Special Assessments on any assessable property within the Expansion Area of the District in accordance with the provisions of the Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund, the Series 2026 Costs of Issuance Account and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2026 Reserve Account) all of which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

Notice of Redemption. When required to redeem Series 2026 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall give or cause notice of the redemption, either in whole or in part, to be provided by Electronic Means or mailed by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2026 Bonds to be redeemed (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption of the Series 2026 Bonds for which notice was duly mailed in accordance with the Indenture. The District shall, when it is directing the Trustee to provide such notice, provide written direction to the Trustee at least forty-five (45) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send the notice pursuant to the Indenture. If the Trustee determines that the giving of notice by mail is not feasible, the Trustee may use Electronic Means.

If at the time of mailing of notice of redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Series 2026 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Purchase of Series 2026 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Series 2026 Sinking Fund Account to the purchase of Series 2026 Bonds which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series 2026 Series Sinking Fund Account representing the principal amount of the Series 2026 Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series 2026 Interest Account of the Debt Service Fund.

Book-Entry Only System

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

The Depository Trust Company ("DTC"), will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 Bond certificate will be issued for each maturity of the Series 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 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 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2026 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 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial

Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2026 Bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 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 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2026 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 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 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, and principal and interest payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the District and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The District may decide to discontinue, pursuant to the procedures of DTC, use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS

General

THE SERIES 2026 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2026 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE

TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2026 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 2026 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2026 BONDS. THE SERIES 2026 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2026 Bonds will be secured by a pledge of the Series 2026 Pledged Revenues. "Series 2026 Pledged Revenues" shall mean (a) all revenues received by the District from the Series 2026 Special Assessments levied and collected on the assessable lands within the Expansion Area of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2026 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2026 Bonds; provided, however, that Series 2026 Pledged Revenues shall not include (A) any moneys transferred to the Series 2026 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The "Series 2026 Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Expansion Area of the District as a result of the District's acquisition and/or construction of a portion of the Expansion Area Project, corresponding in amount to the debt service on the Series 2026 Bonds and designated as such in the Assessment Methodology (as defined herein). The Assessment Methodology, which describes the methodology for allocating the Series 2026 Special Assessments to the assessable lands within the District is included as APPENDIX D hereto. The Series 2026 Special Assessments will be levied pursuant to Section 190.022 of the Act, and the Assessment Resolutions (as defined in the Second Supplemental Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the lands receiving special benefit, including, but not limited to, homestead property, as permitted in Section 4, Article X of the Florida State Constitution. The Series 2026 Special Assessments will constitute a lien against the land as to which the Series 2026 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The District previously issued its Series 2022 Bonds which are secured by the corresponding Series 2022 Special Assessments. The Series 2026 Special Assessments are not pledged to the payment of the principal of and interest on the Series 2022 Bonds and the Series 2022 Special Assessments securing the Series 2022 Bonds are not pledged to the payment of the principal of and interest on the Series 2026 Bonds. After the issuance of the Series 2026 Bonds, the Series 2026 Special Assessments will be the only special assessments levied on all of the planned 166 residential units within the Expansion Area.

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Assessment Methodology / Series 2026 Special Assessments

As set forth in the Assessment Methodology, the Series 2026 Special Assessments will at issuance be levied on the 166 platted lots within the Expansion Area on the per unit basis set forth below. See "THE DEVELOPMENT – Development Plan/Status" and "APPENDIX D – ASSESSMENT METHODOLOGY" herein.

Product Type	No. of Units	Annual Series 2026 Special Assessments Per Unit(1)/(2)	Series 2026 Bonds Par Debt Per Unit(1)
Single-Family 50'	79	$[1,506.00]	$21,312.00
Single-Family 60'	70	[1,506.00]	21,312.00
Single-Family 100'	17	[1,806.00]	25,558.00
Total	**166**		

(1) Preliminary, subject to change.
(2) This amount will be grossed up to include early payment discounts and County collection fees, currently 5%.

The District will continue levying assessments to cover its operation and maintenance costs that are currently approximately $718 per residential unit annually, which amount is subject to change. [In addition, residents within the District will be required to pay homeowners association fees, which are currently estimated to be approximately $____ per residential unit annually. Upon completion of the Amenity, the homeowners association fees are expected to increase to approximately $_____ per residential unit annually.] The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 16.9317 mills, which millage rate is subject to change in future tax years. These taxes would be payable in addition to the Series 2026 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Miami-Dade County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

Additional Obligations

Pursuant to the Second Supplemental Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Series 2026 Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District covenants not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the Expansion Area that are subject to the Series 2026 Special Assessments unless the Series 2026 Special Assessments levied within the Expansion Area have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2026 Special Assessments have been assigned to residential units within the Expansion Area of the District that have received certificates of occupancy.

The Trustee and the District may rely on a written certificate from the District Manager regarding the occurrence of the Series 2026 Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the District may issue other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within the Expansion Area, other than the Series 2026 Special Assessments, at any time upon the written consent of the Majority Holders.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2026 Special Assessments without the consent of the Owners of the Series 2026 Bonds. The District will continue to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2026 Special Assessments, on the same lands upon which the Series 2026 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

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

Series 2026 Reserve Account

The Indenture establishes a Series 2026 Reserve Account within the Debt Service Reserve Fund for the Series 2026 Bonds. The Series 2026 Reserve Account will, at the time of delivery of the Series 2026 Bonds, be funded from a portion of the proceeds of the Series 2026 Bonds in an amount equal to the Series 2026 Reserve Requirement. "Series 2026 Reserve Requirement" or "Reserve Requirement" shall mean an amount equal to [ten percent (10%)] of the maximum annual debt service with respect to the initial principal amount of the Series 2026 Bonds determined on the date of issue. If a portion of the Series 2026 Bonds are redeemed, other than by mandatory sinking fund redemptions, the Series 2026 Reserve Requirement will be reduced to ten percent (10%) of the maximum annual debt service of the Series 2026 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2026 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2026 Bonds, be used to pay principal of and interest on the Series 2026 Bonds at that time. The initial Series 2026 Reserve Requirement shall be equal to $____________.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2026 Reserve Account and prior to the Completion Date transfer any excess therein above the Reserve Requirement for the Series 2026 Bonds caused by investment earnings to the Series 2026 Acquisition and Construction Account and, after the Completion Date, to the Series 2026 Revenue Account to be applied in accordance with the Second Supplemental Indenture.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2026 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2026 Bonds to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2026 Special Assessments (as a result of non-payment of the Series 2026 Special Assessments) and applied to redeem a portion of the Series 2026 Bonds is less than the principal amount of Series 2026 Bonds indebtedness attributable to such lands.

Subject to the provisions of the Second Supplemental Indenture, on any date the District or District Manager, on behalf of the District, receives notice that a landowner wishes to prepay its Series 2026 Special Assessments relating to the benefited property of such landowner within the Expansion Area, or as a result of a mandatory true-up payment, the District shall, or cause the District Manager, on behalf of the District to, calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2026 Prepayment Principal due by the amount of money in the Series 2026 Reserve Account that will be in excess of the Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2026 Reserve Account shall be transferred by the Trustee to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2026 Reserve Account to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with the provisions of the Second Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

In addition, in the event of an extraordinary mandatory redemption pursuant to the provisions of the Second Supplemental Indenture, the District Manager shall calculate the Reserve Requirement and communicate the same to the Trustee, and the Trustee shall apply any excess in the Series 2026 Reserve Account toward such extraordinary mandatory redemption.

It shall be an Event of Default under the Indenture if at any time the amount in the Series 2026 Reserve Account is less than the Series 2026 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement for the Series 2026 Bonds and such amount has not been restored within thirty (30) days of such withdrawal.

Deposit and Application of the Series 2026 Pledged Revenues

Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the Series 2026 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

> FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2026, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2026 Interest Account not previously credited;
>
> SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2027, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2026 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 20__, to the Series 2026 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2026 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the May 1, which is a principal payment date for any Series 2026 Bonds, to the Series 2026 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2026 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2026 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2026 Revenue Account to the Series 2026 Interest Account, the amount necessary to pay interest on the Series 2026 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2026 Bonds remain Outstanding, to the Series 2026 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2026 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Series 2026 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2026 Bonds and next, any balance in the Series 2026 Revenue Account shall remain on deposit in such Series 2026 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2026 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Accounts and subaccount in the Debt Service Fund, any Account and subaccount within the Bond Redemption Fund and the Series 2026 Reserve Account only in Government Obligations and the other securities described in the definition of Investment Securities pursuant to the Indenture. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for the purposes set forth in the Indenture. All securities securing investments shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account relating to the Series 2026 Bonds and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indenture, any interest and other income so received shall be deposited in the Series 2026 Revenue Account except that prior to the Completion Date, amounts on deposit in the Series 2026 Reserve Account in excess of the Reserve Requirement caused by investment earnings shall be transferred into the Series 2026 Acquisition and Construction Account, and after the Completion Date to the Series 2026 Revenue Account. Upon request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. Absent specific instructions, the Trustee shall not be obligated, liable or responsible for not investing funds pursuant to the Indenture. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale upon the investment instructions of the District or otherwise. The Trustee may make any investments permitted by the provisions of this paragraph through its own bond department or investment department. The Trustee shall value the assets in each of the Funds and Accounts forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) Business Days after each such valuation date) and shall provide the District a report of the status of each Fund and Account as of the valuation date. See "APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" hereto.

Covenant to Levy the Series 2026 Special Assessments

The District will covenant to levy the Series 2026 Special Assessments to the extent and in the amount sufficient to pay debt service on the Series 2026 Bonds when due. If any Series 2026 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2026 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2026 Special Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Series 2026 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Series 2026 Special Assessment from legally available moneys, which moneys shall be deposited into the Series 2026 Revenue Account. In case such second Series 2026 Special Assessment shall be annulled, the District shall obtain and make other Series 2026 Special Assessments until a valid Series 2026 Special Assessment shall be made.

Prepayment of Series 2026 Special Assessments

Pursuant to the Indenture, at any time any owner of property within the Expansion Area within the District, which property is subject to the Series 2026 Special Assessments may, at its option, or as a result of acceleration of the Series 2026 Special Assessments because of non-payment thereof, or as a result of a true-up payment, shall, require the District to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2026 Special Assessments by paying or causing there to be paid, to the District all or a portion of the Series 2026 Special Assessment, which shall constitute Series 2026 Prepayment Principal, plus accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the Series 2026 Special Assessments owned by such owner.

Pursuant to the Act, an owner of property subject to the levy of Series 2026 Special Assessments may pay the entire balance of the Series 2026 Special Assessments remaining due, without interest, within thirty (30) days after the Expansion Area Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Expansion Area Project pursuant to Chapter 170.09, Florida Statutes. Each of the Land Banks and the Developer, as the owners of all of the property within the Expansion Area, will covenant to waive this right on behalf of itself and its respective successors and assigns in connection with the issuance of the Series 2026 Bonds pursuant to a "Declaration of Consent to Jurisdiction of the Biscayne Drive Estates Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record (2026 Expansion Area)" (the "Declaration"). Such waiver will not apply to the ___ single-family residential units that previously closed with homebuyers prior to the execution of the Declaration. Accordingly, if any of the homeowners of the ___ single-family residential units that have closed prepays the Series 2026 Special Assessments on the lot they own, without interest, there may be a shortfall in the amount sufficient to pay debt service on the Series 2026 Bonds when due since the District would be required to fund the shortfall from other available sources of funds which may not be sufficient

Any prepayment of Series 2026 Special Assessments will result in the extraordinary mandatory redemption of a portion of the Series 2026 Bonds as indicated under "DESCRIPTION OF THE SERIES 2026 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption." The prepayment of Series 2026 Special Assessments does not entitle the owner of the property to a discount for early payment.

Indenture Provisions Relating to Bankruptcy or Insolvency of Certain Landowners

The following provisions of the Master Indenture shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District, to the extent permitted by applicable law, shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

In the Master Indenture, the District acknowledges and agrees that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake with respect to the Affected Bonds and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District, to the extent permitted by applicable law, hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) to the extent permitted by applicable law, the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by applicable law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a bankruptcy plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the 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.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in the Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2026 Special Assessments relating to the Series 2026 Bonds Outstanding whether such claim is pursued by the District or the Trustee.

Events of Default and Remedies

Events of Default Defined. The Master Indenture provides that each of the following shall be an "Event of Default" under the Master Indenture, with respect to the Series 2026 Bonds:

(a) if payment of any installment of interest on any Series 2026 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2026 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

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

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

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in the Series 2026 Bonds 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 Holders of not less than a majority in aggregate principal amount of the Outstanding Series 2026 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Series 2026 Reserve Account is less than the Series 2026 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2026 Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(g) more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District Lands upon which the Series 2026 Special Assessments are levied to secure the Series 2026 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

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

No Acceleration; Redemption. No Series 2026 Bonds shall be subject to acceleration. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Series 2026 Bonds pursuant to the Indenture shall occur unless all of the Series 2026 Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of the Outstanding Series 2026 Bonds agree to such redemption.

Legal Proceedings by Trustee. If any Event of Default with respect to the Series 2026 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding Series 2026 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2026 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Series 2026 Bondholders and to perform its or their duties under the Act;

(b) bring suit upon the Series 2026 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2026 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2026 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2026 Bonds.

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

Bondholders May Direct Proceedings. The Majority Holders then subject to remedial proceedings under the Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with applicable law and the applicable provisions of the Indenture.

Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under Article X of the Master Indenture with respect to the Series 2026 Bonds shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under Article X of the Master Indenture with respect to such Series 2026 Bonds, including counsel fees and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee.

(b) then:

FIRST: to payment of all installments of interest then due on the Series 2026 Bonds in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Series 2026 Bonds which shall have become due in the order of their due dates, with interest on such Series 2026 Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Series 2026 Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Series 2026 Bond over another Bond or of any installment of interest over another.

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

Rights of Holders Upon an Event of Default

Notwithstanding any provision in the Master Indenture to the contrary, upon an Event of Default with respect to the Series 2026 Bonds, only the Majority Holders of the Series 2026 Bonds may direct the Trustee regarding remedial proceedings. The obligation of the Trustee to take action at the direction of the Holders of the Series 2026 Bonds is subject to the rights of the Trustee to be indemnified as a condition for taking action or from refraining from action as provided in the Master Indenture.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2026 Bonds is the Series 2026 Special Assessments imposed on the assessable lands within the Expansion Area specially benefited by the Expansion Area Project pursuant to the Assessment Proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX D – ASSESSMENT METHODOLOGY.”

The determination, order, levy, and collection of Series 2026 Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Miami-Dade County Tax Collector (the "Tax Collector") or the Miami-Dade County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2026 Special Assessments during any year. Such delays in the collection of Series 2026 Special Assessments, or complete inability to collect any of the Series 2026 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 such Series 2026 Bonds. See "BONDOWNERS' RISKS." To the extent that any landowner fails to pay the Series 2026 Special Assessments or delay payments, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2026 Bonds. The Act provides for various methods of collection of delinquent Series 2026 Special Assessments by reference to other provisions of the Florida Statutes. See "BONDOWNERS' RISKS" herein. The following is a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

Alternative Uniform Tax Collection Procedure for Series 2026 Special Assessments

Except as stated below, the District will covenant in the Indenture to collect the Series 2026 Special Assessments through the Uniform Method (as herein defined) with respect to platted lots. Pursuant to the terms and provisions of the Master Indenture and the provisions of the Assessment Resolutions, the District shall directly collect the Series 2026 Special Assessments levied in lieu of the Uniform Method with respect to any lands which have not yet been platted or are subject to re-plat, unless the Trustee at the direction of the Majority Holders directs the District otherwise or the timing for using the Uniform Method will not yet allow for using such method. At such time as the Series 2026 Special Assessments are collected pursuant to the Uniform Method, the provisions under this heading shall become applicable.

Section 197.3632, Florida Statutes, provides that, subject to certain conditions, non-ad valorem special assessments may be collected by using the uniform method of collection (the "Uniform Method"). The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2026 Special Assessments to be levied and then collected in this manner. The District's election to use a certain collection method with respect to the Series 2026 Special Assessments does not preclude it from electing to use another collection method in the future. See "Foreclosure" below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method is utilized, the Series 2026 Special Assessments will be collected together with the County, school board, special district, and other ad valorem taxes and non-ad valorem 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 ad valorem taxes and non-ad valorem assessments provide that such taxes and assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments (including the Series 2026 Special Assessments, if any, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2026 Special Assessments. Upon any receipt of moneys by the Tax Collector from the Series 2026 Special Assessments, such moneys will be delivered to the District, which will remit such Series 2026 Special Assessments to the Trustee for deposit to the Series 2026 Revenue Account within the Revenue Fund, except that any Prepayments of Series 2026 Special Assessments shall be deposited to the Series 2026 Prepayment

Subaccount within the Series 2026 Bond Redemption Account of the Bond Redemption Fund created under the Indenture and applied in accordance therewith.

All County, school and special districts, including the District, ad valorem taxes, non-ad valorem special assessments, including the Series 2026 Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at one time, without preference in payment of any particular increment of the tax bill (such as the increment owing for the Series 2026 Special Assessments), except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes and when ad valorem taxes are challenged by the taxpayer as provided in Section 190.014, 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. Except for such partial payments, if a taxpayer does not make complete payment of the total amount of all taxes and assessments (including the Series 2026 Special Assessments, if any, being collected by the Uniform Method), he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the Tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the Series 2026 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item on a tax bill, would cause the Series 2026 Special Assessments to not be collected as to that tax bill, 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 2026 Bonds. In cases where a taxpayer challenges the assessed value of property or otherwise challenges their ad valorem taxes to the County's value adjustment board, Section 190.014, Florida Statutes, requires payment of all of the non-ad valorem assessments and a partial payment of at least seventy-five percent (75%) of the ad valorem taxes (less the applicable discount), before the taxes become delinquent; if such payments are not made, the value adjustment board will deny the petition by April 20, and taxes are delinquent and collected as provided below.

Under the Uniform Method, if the Series 2026 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special 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 2026 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2026 Special Assessments, (2) that future landowners and taxpayers in the Expansion Area will pay such Series 2026 Special Assessments, (3) that a market may exist in the future for tax certificates (as described below) in the event of sale of such certificates for taxable units within the Expansion Area, and (4) that the eventual sale of tax certificates for real property within the Expansion Area, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2026 Special Assessments and all other liens that are coequal therewith. See "BONDOWNERS' RISKS" herein.

Collection of delinquent Series 2026 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2026 Special Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. During the pendency of any litigation arising from the contest of a landowner's tax assessment collected through the Uniform Method, which may possibly include non-ad valorem special assessments such as the Series 2026 Special Assessments, it is possible that the tax collector will not sell tax certificates with respect to such property. 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 (currently 18%). The Tax Collector does not collect any money if tax certificates are "struck off" (issued) to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the Series 2026 Special Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2026 Special Assessments, which are the primary source of payment of the Series 2026 Bonds. 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.

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, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5% to the holders thereof, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all 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. 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 of the County, 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 the amount paid by such holder in applying 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. 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, and all other amounts paid by such person in applying for a tax deed, 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 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 County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the county in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such county.

Foreclosure

The following discussion regarding foreclosure is not applicable if the Series 2026 Special Assessments are being collected pursuant to the Uniform Method.

In the event that the District, itself, directly levies and enforces, pursuant to Chapters 170 and 190, Florida Statutes, the collection of the Series 2026 Special Assessments levied on the land within the Expansion Area, Section 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment, including a Series 2026 Special Assessment, or the interest thereon, when due, all of the Series 2026 Special Assessments levied on the land owned by such property owner shall be accelerated and the governing body of the entity levying the assessment, including such Series 2026 Special Assessments, is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such proceedings would be in rem, meaning that each would be brought against the land not against the owner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2026 Special Assessments and the ability to foreclose the lien of such Series 2026 Special Assessments upon the failure to pay such Series 2026 Special Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments, such as the Series 2026 Bonds. Certain of these risks are described under other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2026 Bonds offered hereby and are set forth below. Prospective investors in the Series 2026 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 2026 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. The information under this heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2026 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2026 Bonds.

Concentration of Land Ownership

As of the date hereof, the Land Banks and the Developer own [all of/a majority of] the land within the District subject to the Series 2026 Special Assessments, which assessments secure the Series 2026 Bonds. [As of September __, 2026, ____ residential units have closed with homebuyers.] See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein. Payment of the Series 2026 Special Assessments is primarily dependent upon their timely payment by the Land Banks, the Developer and subsequent landowners in the District. See "THE LAND BANKS AND THE DEVELOPER" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Land Banks, the Developer or any other owner of benefited property subject to the Series 2026 Special Assessments, delays could occur in the payment of debt service on the Series 2026 Bonds as such bankruptcy could negatively impact the ability of: (i) the Land Banks, the Developer and any other landowner being able to pay the Series 2026 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2026 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2026 Special Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used with respect to any assessable lands which are still owned by the Land Banks, the Developer or an entity affiliated with the Land Banks or the Developer until such time lots are platted unless the majority of the owners of the Series 2026 Bonds Outstanding direct the District to use the Uniform Method, or the timing for using the Uniform Method will not yet allow for using such method. In addition, the remedies available to the Owners of the Series 2026 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2026 Bonds, including, without limitation, enforcement of the obligation to pay Series 2026 Special Assessments and the ability of the District to foreclose the lien of the Series 2026 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2026 Bonds could have a material adverse impact on the interest of the Owners thereof.

Series 2026 Special Assessments are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2026 Bonds is the timely collection of the Series 2026 Special Assessments. The Series 2026 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the landowners will be able to pay the Series 2026 Special Assessments or that they will pay such Series 2026 Special Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2026 Special Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates. The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Expansion Area Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by the Expansion Area Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land or the ability of the District to realize sufficient value from a foreclosure action to pay debt service on the Series 2026 Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2026 Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2026 Bonds.

Neither the Land Banks, the Developer nor any other subsequent landowner within the District has any obligation to pay the Series 2026 Special Assessments. As described herein, the Series 2026 Special Assessments are an imposition against the land only. Neither the Land Banks, the Developer nor any other subsequent landowner is a guarantor of payment of any Series 2026 Special Assessment and the recourse for the failure of the Land Banks, the Developer or any other subsequent landowner to pay the Series 2026 Special Assessments is limited to the collection proceedings against the land as described herein.

Regulatory and Environmental Risks

The development of the Expansion Area Project is subject to comprehensive federal, state and local regulations and future changes to such regulations, including but not limited to federal and state economic and trade policies. 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 Expansion Area. See "THE DEVELOPMENT – Development Approvals," and "– Environmental" herein for more information.

The value of the land within the District, the success of the development of the Expansion Area and the likelihood of timely payment of principal and interest on the Series 2026 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2026 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. Except as described under "THE DEVELOPMENT – Environmental," the Land Banks and the Developer are not aware of any condition which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment. See "THE DEVELOPMENT – Environmental" for more information on the environmental site assessments. Nevertheless, it is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and no assurance can be given that unknown hazardous materials, protected animals 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 Expansion Area.

Catastrophic Event Risks

The value of the lands subject to the Series 2026 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support future development. Changing weather patterns have increased the likelihood of flooding within the County. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2026 Bonds. The Series 2026 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful sale of the residential units, once such homes are built within the District may be affected by unforeseen changes in general economic conditions, including trade and housing policies, fluctuations in the real estate market and other factors beyond the control of the Land Banks and the Developer. See "BONDOWNERS' RISKS – Pandemics and Other Public Health Emergencies" herein. Moreover, the Developer has the right to modify or change its plan for development of the Expansion Area, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2026 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2026 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District will continue imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2026 Special Assessments. In addition, lands within the District, including the Expansion Area, may also be subject to assessments or fees by property and homeowners associations.

Under Florida law, a landowner may contest the assessed valuation determined for its property which forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a Tax Certificate under the Uniform Method will be suspended. If the Series 2026 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to the Series 2026 Special Assessment even though the landowner is not contesting the amount of such Series 2026 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. In the event a taxpayer fails to pay their property taxes by April 1, the Value Adjustment Board is required to deny their petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2026 Bonds

The Series 2026 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2026 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2026 Bonds. The Series 2026 Bonds are being sold pursuant to exemptions from registration under applicable securities laws. No secondary market may develop and an owner may not be able to resell the Series 2026 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2026 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2026 Bonds, depending on the progress of development of the Expansion Area and the lands within the District, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, including the Series 2026 Special Assessments, the ability of the District to enforce collection of delinquent Series 2026 Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2026 Special Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of Certain Landowners" herein. If the District has difficulty in collecting the Series 2026 Special Assessments, the moneys on deposit in the Series 2026 Reserve Account could be rapidly depleted and the ability of the District to pay debt service on the Series 2026 Bonds would be materially adversely affected. In addition, during an Event of Default under the Master Indenture, the Trustee may withdraw moneys from the Series 2026 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2026 Reserve Account is accessed for such purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2026 Special Assessments in order to provide for the replenishment of the Series 2026 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2026 Special Assessments if the Series 2026 Special Assessments are not being collected pursuant to the Uniform Method, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Series 2026 Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of Series 2026 Bond proceeds that can be used for such purpose.

IRS Examination and Audit Risk

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

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

October 20, 2017 a notice of withdrawal was published in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.

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 they must have qualified electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years and there are 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by resident landowners unaffiliated with the Land Banks and the Developer. Currently, all members of the Board of the District are employees of, or affiliated with, the Developer and none were elected by qualified electors or resident landowners. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors or resident landowners pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that they elect; thus, if the District does not reach the minimum of 250 qualified electors after the sale of units to homebuyers, although the Board will continue to be elected by landowners, these landowners will be homebuyers, in the District. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2026 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 2026 Bonds are advised that, if the IRS does audit the Series 2026 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 2026 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2026 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2026 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2026 Bonds would adversely affect the availability of any secondary market for the Series 2026 Bonds. Should interest on the Series 2026 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2026 Bonds be required to pay income taxes on the interest received on such Series 2026 Bonds and related penalties, but because the interest rate on such Series 2026 Bonds will not be adequate to compensate Owners of the Series 2026 Bonds for the income taxes due on such interest, the value of the Series 2026 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2026 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2026 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2026 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2026 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2026 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

In addition to a possible determination by the IRS that the District is not a political subdivision for purposes of the Code, and regardless of the IRS determination, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2026 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2026 Bonds would need to ensure that subsequent transfers of the Series 2026 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and under any state securities laws.

Federal Tax Reform

Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2026 Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2026 Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2026 Bonds. See also "TAX MATTERS."

Insufficient Resources or Other Factors Causing Failure to Complete the Expansion Area Project

There can be no assurance, in the event the Developer does not complete the Expansion Area Project and the District does not have sufficient moneys on hand to complete the Expansion Area Project, that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Expansion Area Project. Further, pursuant to the Second Supplemental Indenture, the District covenants not to issue any other Bonds or other debt obligations secured by the Series 2026 Special Assessments. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District covenants not to issue any other Bonds or debt obligations secured by any other Special Assessments on assessable lands within the District that are subject to the Series 2026 Special Assessments unless the Series 2026 Special Assessments levied within the Expansion Area have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. Notwithstanding any provision in the Indenture to the contrary, the District may issue other Bonds or debt obligations secured by Special Assessments levied within the District, other than the Series 2026 Special Assessments, at any time upon the written consent of the Majority Holders or at any time without any consent such Special Assessments are levied on any lands within the District which are not subject to the Series 2026 Special Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Additional Obligations" for more information.

The Developer will enter into a completion agreement with the District with respect to any unfinished portions of the Expansion Area Project not funded with the proceeds of the Series 2026 Bonds. The Land Banks and the Developer will execute and deliver to the District a collateral assignment agreement, pursuant to which the Land Banks and 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 Land Banks or the Developer, development rights relating to the Expansion Area Project. Notwithstanding such collateral assignment agreement, in the event the District forecloses on the lands subject to the Series 2026 Special Assessments as a result of the Land Banks', the Developer's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the development of the Expansion Area. All such obligations of the Developer and the Land Banks are unsecured obligations. See "THE EXPANSION AREA PROJECT" and "THE DEVELOPMENT" herein for more information.

State Tax Reform

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, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any future legislation will or may have on the security for the Series 2026 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the … assessments… and to fulfill the terms of any agreement made with the holders of such bonds … and that it will not impair the rights or remedies of such holders."

Payment of Series 2026 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property within the District because of a default on a mortgage on such property in favor of such bank 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 2026 Special Assessments levied on such property. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action if the Series 2026 Special Assessments are not being collected pursuant to the Uniform Method.

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, misuse of artificial intelligence and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2026 Bonds.

Pandemics and Other Public Health Emergencies

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

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2026 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Series 2026 Special Assessments by owners of the property within the Expansion Area. Any such redemptions of the Series 2026 Bonds would be at the principal amount of such Series 2026 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2026 Bonds may not realize their anticipated rate of return on the Series 2026 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Prepayment of Series 2026 Special Assessments" herein for more information.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2026 Bonds:

Source of Funds	
Par Amount of Series 2026 Bonds	$
[Plus][Less][Net] Original Issue [Premium][Discount]	______________
Total Sources	$____________
Use of Funds	
Deposit to Series 2026 Acquisition and Construction Account	$____________
Deposit to Series 2026 Interest Account [(1)]	
Deposit to Series 2026 Reserve Account	
Costs of Issuance, including Underwriter's Discount[(2)]	______________
Total Uses	$____________

[(1)] To be applied to fund interest on the Series 2026 Bonds through at least November 1, 2026.
[(2)] Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2026 Bonds.

[Remainder of page intentionally left blank.]

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2026 Bonds:

Period Ending November 1	Principal (Amortization)	Interest	Total Debt Service
2026	$	$	$
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056*			
TOTALS	$	$	$

* The Series 2026 Bonds mature on May 1, 20__.

THE DISTRICT

General Information

The District was established under the provisions of the Act and created by Ordinance No. 21-101 enacted by the Board of County Commissioners of the County on October 5, 2021 and became effective on October 15, 2021, as amended by Ordinance No. 26-40 enacted by the Board of County Commissioners of the County on June 2, 2026 and became effective on June 12, 2026, expanding the boundaries of the District, pursuant to the provisions of the Act. The boundaries of the District include approximately 118.45+/- gross acres of land (the "District Lands") located entirely within the unincorporated area of 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 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. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District's Board of Supervisors, as governing body of the District (the "Board"), the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities 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; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of Bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2026 Bonds.

Board of Supervisors

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

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

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

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

Name	Title	Term Expires
Teresa Baluja*	Chairperson	November 2026
Carmen Orozco*	Vice Chairperson	November 2026
Vanessa Perez*	Assistant Secretary	November 2028
Marc Szasz*	Assistant Secretary	November 2028
Lilibeth Hauck*	Assistant Secretary	November 2026

* Employee of, or affiliated with, the Developer.

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

The District Manager and Other Consultants

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

The District has retained Governmental Management Services – South Florida, LLC, Sunrise, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 5385 N. Nob Hill Road, Sunrise, Florida 33351.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., West Palm Beach, Florida, as Bond Counsel; Alvarez Engineers, Inc., Doral, Florida, as District Engineer; and Billing Cochran, P.A., Fort Lauderdale, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as dissemination agent for the Series 2026 Bonds.

Prior Indebtedness

The District previously issued its $3,820,000 aggregate principal amount of Special Assessment Bonds, Series 2022 (2022 Project) (the "Series 2022 Bonds"), currently outstanding in the aggregate principal amount of $3,575,000, issued to finance certain public improvements associated with the District (the "2022 Project"). The Series 2022 Bonds are secured by the corresponding Series 2022 Special Assessments.

The Series 2026 Special Assessments are not pledged to the payment of the principal of and interest on the Series 2022 Bonds and the Series 2022 Special Assessments securing the Series 2022 Bonds are not pledged to the payment of the principal of and interest on the Series 2026 Bonds. After the issuance of the Series 2026 Bonds, the Series 2026 Special Assessments will be the only special assessments levied on all of the planned 166 residential units within the Expansion Area.

[Remainder of page intentionally left blank.]

THE EXPANSION AREA PROJECT

Alvarez Engineers, Inc. (the "District Engineer") prepared a report entitled First Supplemental Engineer's Report for the Expansion Area Infrastructure Improvements dated June 26, 2026 (the "Engineer's Report"), which sets forth certain public infrastructure improvements necessary for the development of 166 residential units planned for the Expansion Area (the "Expansion Area Project").

The Development is being marketed as two residential communities known as (i) "Sedona Estates," which contains 148 single-family residential units (the "Original Development") and (ii) "[Lennar at Heron Pointe][Confirm]," which is planned to contain 166 single-family units (the "Expansion Area"), collectively referred to herein as the "Development."

The District previously issued its Series 2022 Bonds to finance a portion of the 2022 Project. [All [148] units within the Original Development have been closed with homebuyers.][Confirm]

The Series 2026 Bonds are being issued to finance a portion of the Expansion Area Project. The Series 2026 Bonds will be secured by the Series 2026 Special Assessments which will at issuance be levied on the 166 platted lots within the Expansion Area. See "APPENDIX D – ASSESSMENT METHODOLOGY" and "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for more information.

The District Engineer, in the Engineer's Report, estimates the total cost of the Expansion Area Project to be approximately $12,316,000, as more particularly described below.

Expansion Area Project Description	Estimated Costs
Roadway Improvements[(1)]	$ 4,195,000
Stormwater Management System	2,036,000
Water Distribution System[(2)]	2,279,000
Sanitary Sewer System[(2)]	3,806,000
Total	$ 12,316,000

[(1)] Includes county mobility impact fees.
[(2)] Includes water and sewer connection fees.

Land development associated with the Expansion Area is [underway][substantially complete], with final completion expected by _________ 20__. Final plats for the 166 platted lots within the Expansion Area were recorded on September 29, 2025 and May 22, 2026. As of September __, 2026, the Developer has spent approximately $____ million on land development costs associated with the Expansion Area, a portion of which includes the Expansion Area Project.

The net proceeds of the Series 2026 Bonds to be deposited into the Series 2026 Acquisition and Construction Account will be approximately $3.07 million* and such proceeds will be used by the District towards the construction and/or acquisition of a portion of the Expansion Area Project. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Expansion Area Project not funded with proceeds of the Series 2026 Bonds. See "BONDOWNERS'

* Preliminary, subject to change.

RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Expansion Area Project" herein.

The District Engineer has indicated that all permits necessary to construct the Expansion Area Project have either been obtained or are reasonably expected to be obtained in the ordinary course. See "APPENDIX C – ENGINEER'S REPORT" for more information.

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ASSESSMENT METHODOLOGY

General

The Master Assessment Methodology for Special Assessment Bonds (Expansion Area Project) dated June 26, 2026 (the "Master Methodology"), as supplemented by the Supplemental Assessment Methodology Report to be dated the sale date of the Series 2026 Bonds (the "Supplemental Methodology" and, together with the Master Methodology, the "Assessment Methodology"), describes the methodology for allocation of the Series 2026 Special Assessments to the assessable lands within the Expansion Area, has been prepared by Governmental Management Services – South Florida, LLC, Sunrise, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2026 Bonds are determined, the Supplemental Methodology will be amended to reflect such final terms.

Once levied and imposed, the Series 2026 Special Assessments are a first lien on the assessable land within the Expansion Area against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other non-federal units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Series 2026 Special Assessments

As set forth in the Assessment Methodology, the Series 2026 Special Assessments will at issuance be levied on the 166 platted lots within the Expansion Area on the per unit basis set forth below. Final plats for the 166 platted lots within the Expansion Area were recorded on September 29, 2025 and May 22, 2026. See "THE DEVELOPMENT – Development Plan/Status" and "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

Product Type	No. of Units	Annual Series 2026 Special Assessments Per Unit(1)/(2)	Series 2026 Bonds Par Debt Per Unit(1)
Single-Family 50'	79	$[1,506.00]	$21,312.00
Single-Family 60'	70	[1,506.00]	21,312.00
Single-Family 100'	17	[1,806.00]	25,558.00
Total	**166**		

(1) Preliminary, subject to change.
(2) This amount will be grossed up to include early payment discounts and County collection fees, currently 5%.

The District will continue levying assessments to cover its operation and maintenance costs that are currently approximately $718 per residential unit annually, which amount is subject to change. [In addition, residents within the District will be required to pay homeowners association fees, which are currently estimated to be approximately $____ per residential unit annually. Upon completion of the Amenity, the homeowners association fees are expected to increase to approximately $_____ per residential unit annually.] The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 16.9317 mills, which millage rate is subject to change in future tax years. These taxes would be payable in addition to the Series 2026 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Miami-Dade County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The

District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

True-Up Mechanism

The Assessment Methodology sets forth a "true-up mechanism" which prevents any buildup of debt on unplatted or replatted land ("Unassigned Properties"). At the time Unassigned Properties becomes platted or replatted ("Assigned Properties"), the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is less than the required amount to pay debt service on the Series 2026 Bonds, then a debt reduction payment by the Land Banks or the Developer, as applicable, in the amount necessary to reduce the par amount of the outstanding Series 2026 Bonds plus accrued interest to a level that will be supported by the new maximum annual debt service will be required. This debt reduction payment would result in the extraordinary mandatory redemption of a portion of the Series 2026 Bonds. See "APPENDIX D – ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

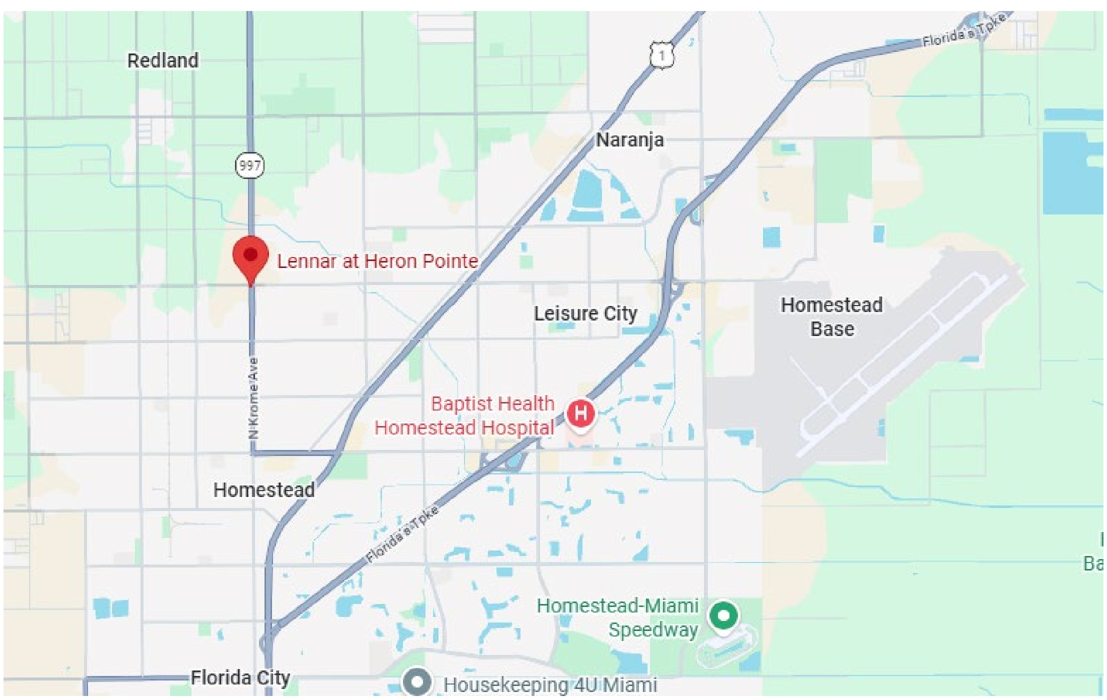
[Remainder of page intentionally left blank.]

The information appearing below under the captions "THE DEVELOPMENT" and "THE LAND BANKS AND THE DEVELOPER" has been furnished by either the Land Banks or the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Land Banks or the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by either the Land Banks or the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Expansion Area. Neither the Land Banks, the Developer nor any other party is guaranteeing payment of the Series 2026 Bonds or the Series 2026 Special Assessments.

THE DEVELOPMENT

General

The District Lands encompass approximately 118.45+/- gross acres of land located entirely within an unincorporated area of Miami-Dade County, Florida (the "County") planned to contain 314 single-family residential units. The Development is being marketed as two residential communities known as (i) "Sedona Estates," which contains 148 single-family residential units (the "Original Development") and (ii) "[Lennar at Heron Pointe][Confirm]," which is planned to contain 166 single-family units (the "Expansion Area"), collectively referred to herein as the "Development." Sedona Estates is bounded by SW 172nd Avenue on the west, SW 288th Street on the north, SW 167th Avenue on the east and SW 292nd Street on the south, and [___________] is bounded by SW 177 Avenue/Krome Avenue on the west, SW 284 Street on the north, SW 172 Avenue on the east, and SW 292 Street on the south. The Florida Turnpike is 3 mile to the east of the District providing access to the City of Miami, which is approximately 30 miles north. Dixie Highway (US Route 1) is approximately 1 mile to the east of the District. Set forth below is a map which depicts the approximate location of the Expansion Area.



The Series 2026 Bonds are being issued to finance a portion of the Expansion Area Project. The Series 2026 Bonds will be secured by the Series 2026 Special Assessments, which will at issuance be levied on the 166 platted lots within the Expansion Area. Final plats for the 166 platted lots within the Expansion Area were recorded on September 29, 2025 and May 22, 2026. See "APPENDIX D – ASSESSMENT METHODOLOGY" herein.

TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank") is a landowner within the Expansion Area. Lennar Homes, LLC, a Florida limited liability company (the "Developer") has entered into the TPG 1 Construction Agreement (as hereinafter defined) and the TPG 1 Option Agreement (as hereinafter defined) with the TPG 1 Land Bank. Pursuant to the TPG 1 Construction Agreement, the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area. Pursuant to the TPG 1 Option Agreement, the Developer has the option to purchase the ___ developed lots subject to the TPG 1 Construction Agreement. See "– Land Acquisition, the Construction Agreements and the Option Agreements" and "THE LAND BANKS AND THE DEVELOPER" herein for more information.

TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks") is a landowner within the Expansion Area. The Developer has entered into the TPG 6 Construction Agreement (as hereinafter defined) and the TPG 6 Option Agreement (as hereinafter defined) with the TPG 6 Land Bank. Pursuant to the TPG 6 Construction Agreement, the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area. Pursuant to the TPG 6 Option Agreement, the Developer has the option to purchase the ___ developed lots subject to the TPG 6 Construction Agreement. See "– Land Acquisition, the Construction Agreements and the Option Agreements" and "THE LAND BANKS AND THE DEVELOPER" herein for more information.

The Developer will construct and market all 166 planned single-family units within the Expansion Area for sale to homebuyers. As of September 2026, the TPG 1 Land Bank owns ___ lots within the Expansion Area, the TPG 6 Land Bank owns ___ lots within the Expansion Area and the Developer owns ___ lots within the Expansion Area. See "THE DEVELOPMENT – Land Acquisition, the Construction Agreements and the Option Agreements" herein for more information.

The Expansion Area is planned to contain 166 single-family units on three different lot sizes at buildout. Single-family units are expected to range in size from [2,189] square feet to [3,108] square feet with prices ranging from $[709,990] to $[860,990]. The target market for the Expansion Area is first-time homebuyers and move-up buyers. See "– Residential Product Offerings" below for expected square footage and starting price points per unit and target customers.

Update on Original Development

The District previously issued its Series 2022 Bonds to finance a portion of the 2022 Project within the Original Development. The Original Development is complete and [all 148] homes planned within the Original Development have been [closed with homebuyers].[Confirm]

Land Acquisition, the Construction Agreements and the Option Agreements

As of September 2026, the TPG 1 Land Bank owns ___ lots within the Expansion Area, the TPG 6 Land Bank owns ___ lots within the Expansion Area and the Developer owns ___ lots within the Expansion Area, as more particularly described below. [The remaining ___ lots within the Expansion Area have closed with homebuyers.]

TPG 1 Land Bank. The TPG 1 Land Bank acquired a portion of the lands within the Expansion Area in [_________] 20[__], for an aggregate purchase price of approximately $[____] million, which was paid for with equity. [The TPG 1 Land Bank and the Developer have no mortgages on such lands within the Expansion Area.][Confirm]

The TPG 1 Land Bank has entered into a Construction Agreement dated [__________], 20[__], as may be amended and supplemented from time to time (the "TPG 1 Construction Agreement") with the Developer pursuant to which the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area and the TPG 1 Land Bank is obligated to reimburse the Developer for the associated costs incurred related to such ___ lots not funded with proceeds of the Series 2026 Bonds.

The Developer and the TPG 1 Land Bank entered into an Option Agreement dated [__________], 20[__], as may be amended and supplemented from time to time (the "TPG 1 Option Agreement"). Pursuant to the TPG 1 Option Agreement, the Developer paid the TPG 1 Land Bank an option payment of $[_______] (the "TPG 1 Option Payment") for the right for the Developer to acquire ___ developed lots within the Expansion Area at approximately $[_________] per unit, for an aggregate purchase price of $[___________]. The TPG 1 Option Payment is nonrefundable except in the event of a default by the TPG 1 Land Bank in accordance with the terms of the TPG 1 Option Agreement.

Pursuant to the TPG 1 Option Agreement, the initial takedown occurred in [__________] 20[__] and the remaining takedowns are required to occur every month, until all lots have been acquired. The Developer has the right to acquire the lots early, subject to an early purchase premium, and to terminate the TPG 1 Option Agreement at any time upon delivery of written notice to the TPG 1 Land Bank.

TPG 6 Land Bank. The TPG 6 Land Bank acquired a portion of the lands within the Expansion Area in [_________] 20[__], for an aggregate purchase price of approximately $[____] million, which was paid for with equity. [The TPG 6 Land Bank and the Developer have no mortgages on such lands within the Expansion Area.][Confirm]

The TPG 6 Land Bank has entered into a Construction Agreement dated [__________], 20[__], as may be amended and supplemented from time to time (the "TPG 6 Construction Agreement") with the Developer pursuant to which the Developer will manage the installation of infrastructure improvements for ___ lots within the Expansion Area and the TPG 6 Land Bank is obligated to reimburse the Developer for the associated costs incurred related to such ___ lots not funded with proceeds of the Series 2026 Bonds.

The Developer and the TPG 6 Land Bank entered into an Option Agreement dated [__________], 20[__], as may be amended and supplemented from time to time (the "TPG 6 Option Agreement"). Pursuant to the TPG 6 Option Agreement, the Developer paid the TPG 6 Land Bank an option payment of $[__________] (the "TPG 6 Option Payment") for the right for the Developer to acquire ___ developed lots within the Expansion Area at approximately $[_________] per unit, for an aggregate purchase price of $[__________]. The TPG 6 Option Payment is nonrefundable except in the event of a default by the TPG 6 Land Bank in accordance with the terms of the TPG 6 Option Agreement.

Pursuant to the TPG 6 Option Agreement, the initial takedown occurred in [__________] 20[__] and the remaining takedowns are required to occur every month, until all lots have been acquired. The Developer has the right to acquire the lots early, subject to an early purchase premium, and to terminate the TPG 6 Option Agreement at any time upon delivery of written notice to the TPG 6 Land Bank.

Expansion Area Finance Plan

The total land development costs associated with the Expansion Area will be approximately $____ million, consisting of the costs of the Expansion Area Project and other hard and soft costs. As of September ___, 2026, approximately $___ million has been spent on land development costs associated with the Expansion Area. The net proceeds of the Series 2026 Bonds to be deposited into the Series 2026 Acquisition and Construction Account will be approximately $3.07 million* and such proceeds will be used by the District toward the construction and/or acquisition of a portion of the Expansion Area Project and any additional moneys needed to complete the Expansion Area will be paid for by the Developer. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the 2026 Project not funded with proceeds of the Series 2026 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Expansion Area Project" herein.

Expansion Area Development Plan / Status

Land development associated with the Expansion Area is [underway][substantially complete], with final completion expected by __________ 20__. Final plats for the 166 platted lots within the Expansion Area were recorded on September 29, 2025 and May 22, 2026.

Sales and vertical construction of residential units within the Expansion Area [are underway]. As of September __, 2026, ___ residential units have been closed with homebuyers and an additional ____ residential units have been sold to homebuyers pending closing. [Closings with homebuyers are expected to commence by __________ 2026.] [In addition to the ____ residential units closed with homebuyers,] approximately ___ residential units within the Expansion Area are currently under construction.

It is expected that all 166 residential units within the Expansion Area will be delivered to homebuyers by __________ 20__. This anticipated absorption is based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Residential Product Offerings

The target customers for units within the Expansion Area are first time homebuyers and move-up buyers. Below is a summary of the expected types of units and starting price ranges for units in the Expansion Area.[Please update below]

Product Type	Square Footage	Beds/Baths	Starting Price Range
Single-Family 50'	[2,189 to ____]	4 Bedrooms, [__] Baths	$[709,990 to $______]
Single-Family 60'	[____ to ____]	4 Bedrooms, [__] Baths	$[______ to $______]
Single-Family 100'	[____ to ____]	4 Bedrooms, [__] Baths	$[______ to $______]

Zoning and Permitting [Any material obligations?]

The land within the Development, including, without limitation, the land therein subject to the Series 2026 Special Assessments, is zoned to allow for the contemplated residential uses described herein.

* Preliminary, subject to change.

All permits have been received by jurisdictional agencies to allow for the development contemplated herein or are reasonably expected to be received in the ordinary course.

Environmental [Please provide ESA for Expansion Area]

[A Phase I Environmental Site Assessment was prepared by SCS Engineers ("SCS"), dated October 28, 2021 (the "ESA"), covering the land in the Development. The ESA identified three areas of petroleum staining, and the presence of arsenic, copper, mercury, cadmium, chromium, selenium, and dieldrin in soil, and nitrate in groundwater at concentrations exceeding regulatory standards as recognized environmental conditions.

The land in the Development was used for agricultural purposes since at least 1940. To investigate the potential impacts of the historic use of the land, SCS conducted site assessment activities involving soil and groundwater testing. The Miami-Dade County Department of Environmental Resources Management ("DERM") approved a remediation plan consisting of source removal, soil blending, a restriction on the movement of soils, and a groundwater use restriction on the land to address the soil and groundwater impacts. Remedial work remains ongoing in portions of the Development. The restrictions will be set forth in recorded Declarations of Restrictive Covenant to be approved by DERM as the remedial work is completed. Groundwater monitoring consistent with a plan to be approved by DERM remains ongoing.

The Developer estimates that the total cost of remediation will be approximately $1.15 million. As of the date hereof, the Developer has spent approximately $1.04 million on remediation, which is expected to be completed by November 2023. The remaining remediation to be completed within the Development is not expected to have an adverse effect on construction or sales of residential units within the Development. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.]

Amenities [will there be an amenity for the Expansion Area?]

Utilities

Potable water, wastewater treatment and reclaimed wastewater (reuse services) for the Expansion Area are expected to be provided by Miami-Dade County, Florida. Electric power is expected to be provided by [the City of Homestead]. Cable television and broadband cable services are expected to be provided by [Fision/Hotwire Communications, LLC]. All utility services are available to the property.

[Remainder of page intentionally left blank.]

Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2026 Special Assessments will at issuance be levied on the 166 platted lots within the Expansion Area on the per unit basis set forth below. See "THE DEVELOPMENT – Development Plan/Status" and "APPENDIX D – ASSESSMENT METHODOLOGY" herein.

Product Type	No. of Units	Annual Series 2026 Special Assessments Per Unit[(1)/(2)]	Series 2026 Bonds Par Debt Per Unit[(1)]
Single-Family 50'	79	$[1,506.00]	$21,312.00
Single-Family 60'	70	[1,506.00]	21,312.00
Single-Family 100'	17	[1,806.00]	25,558.00
Total	**166**		

(1) Preliminary, subject to change.
(2) This amount will be grossed up to include early payment discounts and County collection fees, currently 5%.

The District will continue levying assessments to cover its operation and maintenance costs that are currently approximately $718 per residential unit annually, which amount is subject to change. [In addition, residents within the District will be required to pay homeowners association fees, which are currently estimated to be approximately $____ per residential unit annually. Upon completion of the Amenity, the homeowners association fees are expected to increase to approximately $_____ per residential unit annually.] The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District, including the Expansion Area, for 2025 was approximately 16.9317 mills, which millage rate is subject to change in future tax years. These taxes would be payable in addition to the Series 2026 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Miami-Dade County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education [Confirm schools below]

Students in elementary school are expected to attend Avocado Elementary School, which was rated "A" by the Florida Department of Education for 2026. Students in middle school are expected to attend South Dade Middle School, which was rated "C" by the Florida Department of Education for 2026. Students in high school are expected to attend South Dade Senior High School, which was rated "B" by the Florida Department of Education for 2026. There are also several private and charter school alternatives in the vicinity of the Development.

Competition

The following communities have been identified by the Developer as being competitive with the Development, because of their proximity to the Development, price ranges and product types. These communities include __________, __________ and __________.

The information under this heading does not purport to list all of the existing or planned communities in the area of the Development, but rather list those that the Developer feels pose primary competition to the Development.

THE LAND BANKS AND THE DEVELOPER

The Land Banks

TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank") own [a portion of] the lands within the Expansion Area. The TPG 1 Land Bank was organized on April 8, 2024 and is authorized to transact business in the State. The TPG 6 Land Bank was organized on May 12, 2025 and is authorized to transact business in the State. Each of the Land Banks is a special purpose entity whose primary assets are various properties subject to option agreements. The TPG 1 Land Bank is wholly owned and managed by TPG AG EHC III SPV 1, LP, a Delaware limited partnership organized on January 25, 2024, whose general partner is TPG AG EHC III SPV 1 GP, LLC, a Delaware limited liability company ("TPG SPV 1 GP"). The TPG 6 Land Bank is wholly owned and managed by TPG AG EHC III SPV 6, L.P., a Delaware limited partnership organized on April 3, 2025, whose general partner is TPG AG EHC III SPV 6 GP, LLC, a Delaware limited liability company ("TPG SPV 6 GP"). TPG SPV 1 GP and TPG SPV 6 GP are each managed by Angelo, Gordon & Co., L.P. ("Angelo Gordon").

Angelo Gordon was acquired by TPG Inc., a Delaware corporation ("TPG"), in November 2023. TPG, founded in 1992, is a leading global alternative asset management firm with $327 billion in assets under management as of June 30, 2026. TPG has offices in Fort Worth, New York, Amsterdam, Beijing, Chicago, Dubai, Frankfurt, Guangdong, Hong Kong, London, Los Angeles, Luxembourg, Melbourne, Miami, Milan, Mumbai, San Francisco, Seoul, Shanghai, Singapore, Tokyo and Washington, D.C.

TPG stock trades on Nasdaq under the symbol TPG. TPG is subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for TPG is No-1-41222. Such reports, proxy statements, and other information are available at the SEC's internet website at http://www.sec.gov. All documents subsequently filed by TPG 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.

The Developer

The Developer, Lennar Homes, LLC, a Florida limited liability company, is a subsidiary of Lennar Corporation ("Lennar"). Lennar, founded in 1954, has homebuilding operations in fifteen states and is one of the nation's leading builders of quality homes for all generations, building affordable, first-time, move-up and retirement homes. Lennar stock trades on the New York Stock Exchange under the symbol LEN. Lennar is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). Such filings, particularly Lennar's annual and quarterly reports filed on Form 10-K and Form 10-Q, set forth certain data relative to the consolidated results of operations and financial position of Lennar and their subsidiaries as of such date. The SEC maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Lennar. The address of such Internet website is www.sec.gov.

All documents subsequently filed by Lennar pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes. Lennar is not guaranteeing any of the Developer's obligations incurred in connection with the issuance of the Series 2026 Bonds.

NEITHER THE LAND BANKS, THE DEVELOPER NOR LENNAR CORPORATION ARE GUARANTEEING THE PAYMENT OF THE SERIES 2026 BONDS OR THE SERIES 2026 SPECIAL ASSESSMENTS. NONE OF THE ENTITIES LISTED HEREIN, OTHER THAN THE LAND BANKS AND THE DEVELOPER, HAVE ENTERED INTO ANY AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2026 BONDS.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the District must continue to meet after the issuance of the Series 2026 Bonds in order that the interest on the Series 2026 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2026 Bonds. The District has covenanted in the Indenture to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District, the Developer and the Land Banks and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Series 2026 Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Series 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Series 2026 Bonds and the interest thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the status of interest on the Series 2026 Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Series 2026 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District, the Developer and the Land Banks, and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2026 Bonds will be and will remain obligations, the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Series 2026 Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2026 Bonds, or the ownership or disposition of the Series 2026 Bonds. Prospective purchasers of Series 2026 Bonds should be aware that the ownership of Series 2026 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2026 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2026 Bonds, (iii) the inclusion of the interest on the Series 2026 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2026 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Series 2026 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Series 2026 Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Series 2026 Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2026 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Premium

Certain of the Series 2026 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Series 2026 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2026 Bonds, adversely affect the market price or marketability of the Series 2026 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2026 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026 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 2026 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2026 Bonds and proceeds from the sale of Series 2026 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026 Bonds. This withholding generally applies if the owner of Series 2026 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026 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.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2026 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the Expansion Area Project, subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2026 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2026 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2026 Bonds. Investment in the Series 2026 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

The Series 2026 Bonds will be issued in fully registered form, without coupons, in authorized denominations of $5,000 and any integral multiple thereof, provided, however, if any initial beneficial owner of Series 2026 Bonds does not purchase at least $100,000 of the Series 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such beneficial owner must execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026 Bonds the investor letter in the form attached to the Second Supplemental Indenture or otherwise establish to the satisfaction of the Underwriter that such beneficial owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2026 Bonds upon an Event of Default under the Master Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2026 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation against the District of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2026 Bonds, or in any way contesting or affecting (i) the validity of the Series 2026 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 2026 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Land Banks

There is no litigation of any nature now pending or, to the knowledge of the Land Banks, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Expansion Area Project or the development of the District Lands, as described herein, materially and adversely affect the ability of the Land Banks to pay the Series 2026 Special Assessments imposed against the land within the Expansion Area owned by the Land Banks or materially and adversely affect the ability of the Land Banks to perform their various obligations described in this Limited Offering Memorandum.

The Developer

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 completion of the Expansion Area Project or the development of the District Lands, as described herein, materially and adversely affect the ability of the Developer to pay the Series 2026 Special Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the District Engineer, the Methodology 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 2026 Bonds. Except for the payment of certain fees to District Counsel, the District Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2026 Bonds.

NO RATING

No application for a rating for the Series 2026 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2026 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX C to this Limited Offering Memorandum has been prepared by Alvarez Engineers, Inc., Doral, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Governmental Management Services – South Florida, LLC, Sunrise, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2026 Bonds, both the District Engineer and the Methodology Consultant have consented to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

The District will covenant in the Disclosure Agreement (as defined below), the form of which is set forth in APPENDIX E hereto, to provide its annual audit to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Markets Access repository ("EMMA") as described in APPENDIX E. The unaudited financial statements of the District for the period ending July 31, 2026 and the audited financial statements of the District for the Fiscal Year ended September 30, 2025 are included herewith as "APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS." The consent of the District's auditor for the use of the financial statements herein has not been sought as the District's financial statements are publicly available documents. The District will also covenant in the Disclosure Agreement to provide the audited financial statements of the District for the Fiscal Year ending September 30, 2026 on EMMA by June 30, 2027.

Each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, Florida Statutes. Under such statute, each district must post its proposed budget and final budget, most recent final audit report and a link to the Department of Financial Services' website (and the district's audit) on a district website or the website of the municipal or county government. The District currently has a website in place and is presently in compliance with the statutory guidelines required by Section 189.069, Florida Statutes, as amended.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial Regulation, Division of Securities and Finance ("Rule 69W-400.003"), requires the District to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the District after December 31, 1975. Rule 69W-400.003 further provides, however, that if the District, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The District is not and has never been in default as to principal or interest on its bonds or other debt obligations except for any defaults which the District in good faith believes are not material and which were subsequently paid in full.

CONTINUING DISCLOSURE

The District, the Developer and the Land Banks, each as an Obligated Person, will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in APPENDIX E, for the benefit of the Series 2026 Bondholders (including owners of beneficial interests in such Series 2026 Bonds), to provide certain financial information and operating data relating to the District and the Expansion Area by certain dates prescribed in the Disclosure Agreement and the occurrence of certain listed events (the "Reports") through EMMA. In addition, certain listed events must be disclosed through EMMA within a prescribed time period. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District, the Developer or the Land Banks to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an Event of Default under the Master Indenture, but such event of default under the Disclosure Agreement would allow the Series 2026 Bondholders (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into continuing disclosure obligations in connection with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, relating to the Series 2022 Bonds. During the past four years, the District has been in material compliance with such continuing disclosure obligation. The District has appointed the District Manager to serve as the Dissemination Agent for the Series 2026 Bonds.

Also, pursuant to the Disclosure Agreement, the Developer and the Land Banks will covenant to provide certain financial information and operating data relating to the Expansion Area, the Developer and the Land Banks on a quarterly basis, upon the written request of the Dissemination Agent. The Developer and the Land Banks have represented and warranted that to their knowledge they have provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule. The Developer has been made aware of instances where the information required to be provided to the dissemination agents was not timely requested, not filed with the appropriate repository or, if filed, not filed on a timely basis. The Developer has represented that it has instituted internal processes to provide information to the dissemination agents on a timely basis and obtained assurances from the dissemination agents that it will in turn request the required reporting information timely and file such information timely with the appropriate repository. See "APPENDIX E – PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT."

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2026 Bonds from the District at a purchase price of $___________ (representing the par amount of the Series 2026 Bonds, [plus] [less] [net] original issue [premium] [discount] of $___________ and less an Underwriter's discount of $__________). The Underwriter's obligations are subject to certain conditions precedent and upon satisfaction or waiver of such conditions, the Underwriter will be obligated to purchase all of the Series 2026 Bonds if any are issued.

The Underwriter intends to offer the Series 2026 Bonds to accredited investors at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2026 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices set forth on the inside cover page of this Limited Offering Memorandum, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

The Series 2026 Bonds to be issued pursuant to the Indenture were validated by final judgment of the Circuit Court of the Eleventh Judicial Circuit of Florida in and for the County, rendered on September 9, 2026. [The Series 2026 Bonds will not be issued until the period of time during which an appeal of such judgment expires and no appeal has been filed.]

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2026 Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. Certain legal matters will be passed upon for the District by its counsel, Billing Cochran, P.A., Fort Lauderdale, Florida. Certain legal matters will be passed upon for the Developer by its counsel, Holland & Knight LLP, Fort Lauderdale, Florida. Certain legal matters will be passed upon for the Land Banks by their counsel, Lewis, Longman & Walker, P.A., West Palm Beach, Florida.

Bond Counsel's opinion included herein as Appendix B is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of delivery of the Series 2026 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Greenberg Traurig, P.A. has served and continues to serve as special counsel to Lennar Homes, LLC on unrelated matters.

MISCELLANEOUS

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

The references herein to the Series 2026 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2026 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchasers or the Beneficial Owners of any of the Series 2026 Bonds.

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AUTHORIZATION AND APPROVAL

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

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: ________________________________
Chairperson, Board of Supervisors

APPENDIX A

COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C

ENGINEER'S REPORT

APPENDIX D

ASSESSMENT METHODOLOGY

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

DISTRICT'S FINANCIAL STATEMENTS

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated ________________, 2026 is executed and delivered by the Biscayne Drive Estates Community Development District (the "Issuer" or the "District"), Lennar Homes, LLC, a Florida limited liability company (the "Developer"), TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company (the "TPG 1 Land Bank"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "TPG 6 Land Bank" and, together with the TPG 1 Land Bank, the "Land Banks"), and Governmental Management Services – South Florida, LLC, Sunrise, Florida, as dissemination agent (together with its successors and assigns, the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of September 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States and having a designated corporate trust office initially in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Developer, the Land Banks and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, the Land Banks and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer, the Developer and the Land Banks have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer, the Developer or the Land Banks to provide additional information, the Issuer, the Developer and the Land Banks, as applicable, each agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

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

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

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent, provided that all parties hereto acknowledge that the Developer's Disclosure Representative shall serve as the Disclosure Representative for the Land Banks while both the Developer and the Land Banks remain Obligated Persons hereunder.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof. Governmental Management Services – South Florida, LLC, Sunrise, Florida, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services – South Florida, LLC, Sunrise, Florida, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Expansion Area" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated __________, 2026 related to the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer, and its successors or assigns (excluding homebuyers who are end users), for so long as the Developer or its successors or assigns (excluding homebuyers who are end users) is the owner or optionee (or is responsible for developing, as the case may be) of lands responsible for payment of at least 10% of the Assessments and the Land Banks and their successors or assigns (excluding homebuyers), for so long as the Land Banks or their successors or assigns (excluding homebuyers) are the owner or optionee (or is responsible for developing, as the case may be) of lands responsible for payment of at least 10% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be May 1, 2027.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

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

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2026, with the initial Annual Filing Date being March 29, 2027. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The initial Audited Financial Statements Filing Date shall be June 30, 2027, which shall include the Audited Financial Statements for Fiscal Year ending September 30, 2026. The Issuer shall file unaudited financial statements if Audited Financial Statements are not ready by the Audited Financial Statements Filing Date, to be followed up with the Audited Financial Statements when available. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or

Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer and the Trustee stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided, and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the Issuer, including the following:

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

(ii) The amount of Assessments collected from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any fiscal year, a list of delinquent property owners.

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

(v) All fund balances in all Funds and Accounts for the Bonds. In addition, the Issuer shall provide any Beneficial Owner with this information no more frequently than annually within thirty (30) days of the written request of the Beneficial Owner.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) To the extent available, the certified tax roll for the current Fiscal Year (certified in the prior Fiscal Year) that contains the folio numbers, the Assessments to be levied in the then current Fiscal Year (both debt assessments and operation and maintenance assessments broken out separately), the assessed value associated with each folio, and the total assessed value for all of the land within the District.

(b) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver shall be included in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, or the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(c) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered after the Annual Filing Date pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memoranda and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(d) The Issuer agrees to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(e) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

(f) The Land Banks and the Developer agree to assist the Issuer and the Dissemination Agent in providing the information necessary to prepare the Annual Report and the applicable Quarterly Reports described below. If the Land Banks or the Developer transfer the lands within the Expansion Area to an entity which will in turn own or have the option to acquire lands within the Expansion Area, which lands are responsible for the payment of at least 10% of the Assessments, the Land Banks and the Developer agree to assign and retain, if applicable, their respective obligations set forth herein to their successor in interest.

5. **Quarterly Reports.**

(a) The Dissemination Agent shall, no later than (10) days prior to the end of each calendar quarter commencing with the calendar quarter ending March 31, 2027, provide a written request to the Land Banks and the Developer to provide the corresponding Quarterly Report and, upon receipt of such request, each of the Land Banks and the Developer, so long as it is an Obligated Person, shall provide such Quarterly Report no later than thirty (30) days after the end of each calendar quarter to the Dissemination Agent and to any Bondholders that request a Quarterly Report. Notwithstanding the foregoing, the Land Banks and the Developer, so long as it is an Obligated Person, shall prepare the Quarterly Report for the calendar quarter ending December 31 of each year no later than thirty (30) days after the end of such calendar quarter and provide such Quarterly Report to the Dissemination Agent, regardless of whether or not the Land Banks and the Developer receive a written request from the Dissemination Agent pursuant to the preceding sentence for such Quarterly Report. The Dissemination Agent shall provide all such Quarterly Reports to each Repository promptly upon receipt but in no event later than the corresponding Quarterly Filing Date. Notwithstanding the foregoing, if and for so long as the Land Banks and the Developer are each a reporting company, such thirty (30) days shall be extended to the date of filing of the Land Banks' and the Developer's 10-K or 10-Q, as applicable, if later, as the case may be. At such time as the Land Banks or the Developer (or their successors or assigns) is no longer an Obligated Person, the Land Banks or the Developer (or their successors or assigns) will no longer be obligated to prepare the Quarterly Reports as it relates to the Expansion Area.

(b) Each Quarterly Report shall contain an update of the following information for each Obligated Person with respect to the Expansion Area to the extent available:

(i) The number and type of lots planned (cumulative).

Lot Ownership Information

(ii) The number of lots owned by the Obligated Person.

(iii) The number of lots under contract, if any, with a home builder and the name of such builder.

Lot Status Information

(iv) The number of lots developed.

(v) The number of lots platted.

Home Sales Status Information

(vi) The number of homes sold (but not closed) with homebuyers, during quarter.

(vii) The number of homes sold (and closed) with homebuyers, during quarter.

(viii) The number of homes sold (and closed) with homebuyers (cumulative).

(ix) Materially adverse changes to (a) builder contracts, if applicable, (b) the number of lots planned to be developed, (c) permits/approvals, or (d) the Obligated Person, including, but not limited to, changes in financial status, ownership and corporate structure.

(x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Expansion Area, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Expansion Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Land Banks or the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

(d) If the Dissemination Agent has not received a Quarterly Report from each Obligated Person that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

(i) Principal and interest payment delinquencies.

(ii) Modifications to rights of Bond holders, if material.

(iii) Bond calls, if material, and tender offers.

(iv) Defeasances.

(v) Rating changes.*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(vii) Any unscheduled draw on the Debt Service Reserve Account established under the Indenture reflecting financial difficulties.

(viii) Any unscheduled draw on credit enhancements reflecting financial difficulties. *

(ix) The release, substitution or sale of property securing repayment of the Bonds, if material.

(x) The substitution of credit or liquidity providers or their failure to perform.*

(xi) Non-payment related defaults, if material.

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any other Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any other 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 Issuer or any other Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the

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*Not applicable to the Bonds.

entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any other Obligated Person).

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any other Obligated Person or the sale of all or substantially all of the assets of the Issuer or any other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

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

(xv) The 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 security holders, if material.

(xvi) The 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.

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statement as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Event described in Section 6(a)(xvii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10^{th}) Business Day after the occurrence of the Listed Event).

(c) The Issuer shall, within six (6) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, except events listed in clauses (a) (ii), (ix), (xi), or (xiv), unless such Listed Events are determined by the Issuer to be material, notify the Dissemination Agent in writing of such event and direct the Dissemination Agent to report, within four (4) Business Days of receiving notice from the Issuer, the event pursuant to subsection (d).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate with respect to the Bonds upon the defeasance, prior redemption or payment in full of all of the Bonds. An Obligated Person's obligations hereunder shall be terminated when it no longer meets the definition of an Obligated Person, even if this Disclosure Agreement has not terminated.

8. **Prior Undertakings.** The Developer and the Land Banks hereby represent and warrant that to their knowledge they have provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule. The Developer has been made aware of instances where the information required to be provided to the dissemination agents was not timely requested, not filed with the appropriate repository or, if filed, not filed on a timely basis. The Developer has instituted internal processes to provide information hereunder to the Dissemination Agent on a timely basis.

9. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Governmental Management Services – South Florida, LLC, Sunrise, Florida. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services – South Florida, LLC. Governmental Management Services – South Florida, LLC may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District, the Trustee and each Obligated Person.

10. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer, the Land Banks and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, or the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

11. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

12. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any other Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee shall, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person (other than the Issuer) shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Master Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

13. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement among the District, the Developer, the Land Banks and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure

Agreement. The District, the Developer, the Land Banks and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format and shall include the applicable CUSIP number(s) for the Bonds set forth in Exhibit A hereto, to which any such filing relates.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Land Banks, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners and Beneficial Owners of the Bonds (the Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

15. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Beneficial Owner, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Miami-Dade County Tax Collector and the Issuer's most recent adopted budget.

16. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Miami-Dade County, Florida.

17. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

18. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports in the possession of or readily available to the Trustee which the Dissemination Agent requests in writing.

19. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising the Developer, the Land Banks or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

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

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT, as Issuer

[SEAL]

By: ______________________________
Chairperson, Board of Supervisors

ATTEST:

By: ______________________________
Secretary

LENNAR HOMES, LLC, as Developer

By: ______________________________
Name: ______________________________
Title: ______________________________

TPG AG EHC III (LEN) MULTISTATE 1, LLC, as TPG 1 Land Bank

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, as authorized agent

By: ______________________________
Name: ______________________________
Title: ______________________________

TPG AG EHC III (LEN) MULTI STATE 6, LLC, as TPG 6 Land Bank

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, as authorized agent

By: ______________________________
Name: ______________________________
Title: ______________________________

GOVERNMENTAL MANAGEMENT
SERVICES – SOUTH FLORIDA, LLC,
as Dissemination Agent

By: ________________________________
Name: ______________________________
Title: _______________________________

CONSENTED TO AND AGREED TO BY:

<u>DISTRICT MANAGER</u>

GOVERNMENTAL MANAGEMENT
SERVICES – SOUTH FLORIDA, LLC,
as District Manager

By: ________________________________
Name: ______________________________
Title: _______________________________

Acknowledged and agreed to for purposes of
Sections 12, 14 and 18 only:

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

By: ________________________________
Name: Scott A. Schuhle
Title: Vice President

EXHIBIT A

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS] [QUARTERLY REPORT]

Name of Issuer:	Biscayne Drive Estates Community Development District
Name of Bond Issue:	$_____________ original aggregate principal amount of Special Assessment Bonds, Series 2026 (Expansion Area Project)
Obligated Person(s):	Biscayne Drive Estates Community Development District; TPG AG EHC III (LEN) Multistate 1, LLC, TPG AG EHC III (LEN) Multi State 6, LLC, LLC Lennar Homes, LLC
Original Date of Issuance:	_______________, 2026
CUSIP Numbers:	

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated _____________, 2026 by and among the Issuer, the Land Banks, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _______________, 20____.

Dated: ______________

________________, as Dissemination Agent

By: ___________________________________
Name: _________________________________
Title: _________________________________

cc: Issuer
Trustee

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

AND

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

Dated as of [October] 1, 2026

Authorizing and Securing
$___________
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)

TABLE OF CONTENTS

Page

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture"), dated as of [October] 1, 2026 between the BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Fort Lauderdale, Florida, as trustee (said banking association and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the "Trustee");

<u>W I T N E S S E T H</u>:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 21-101 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "BCC"), on October 5, 2021, becoming effective on October 15, 2021 (the "Original Ordinance"); and

WHEREAS, the Original Ordinance was amended by Ordinance No. 26-40 enacted by the BCC on June 2, 2026 and effective on June 12, 2026 whereby the boundaries of the District (as defined below) were expanded by approximately 54.43 acres (the "Expansion Area"); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Original Ordinance, as amended, consisting of approximately 118.45 acres of land (herein, the "District Lands" or "District"), are located entirely within the incorporated area of the County; and

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

WHEREAS, the Issuer has determined to undertake, in one or more phases, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the assessable lands within the Expansion Area; and

WHEREAS, the Issuer has previously issued its Special Assessment Bonds, Series 2022 to finance certain public infrastructure for the benefit of assessable lands within the original boundaries of the District; and

WHEREAS, the Issuer previously adopted Resolution No. 2026-07 on June 26, 2026 authorizing the issuance of not to exceed $14,330,000 in aggregate principal amount of its Special Assessment Bonds, Series 2026 (Expansion Area Project) to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the Expansion Area or portions thereof and approving the form of and authorizing the execution and delivery of this Second Supplemental Indenture and authorize the use of the herein defined Master Indenture in connection with the issuance of the Bonds; and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture") and this Second Supplemental Indenture, both by and between the Issuer and the Trustee, the Issuer proposes to issue its Series 2026 Bonds; and

WHEREAS, to the extent not constructed by the Issuer, Lennar Homes, LLC, a Florida limited liability company (the "Developer") is the master developer of a residential community located within the Expansion Area and shall construct all of the public infrastructure necessary to serve such residential community referred to as "_____________" located within the Expansion Area of the District (herein, the "Development"); and

WHEREAS, the public infrastructure as described on Exhibit A necessary for the development of the Development within the Expansion Area is herein referred to as the "Expansion Area Project," which will be financed with a portion of the Series 2026 Bonds; and

WHEREAS, the Issuer has determined to issue the Series 2026 Bonds pursuant to the Master Indenture and this Second Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2026 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Expansion Area Project, (ii) paying interest on the Series 2026 Bonds through at least November 1, 2026, (iii) the funding of the Series 2026 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be secured by a pledge of Series 2026 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2026 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2026 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2026 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2026 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2026 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2026 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2026 Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2026 Bond over any other Series 2026 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2026 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2026 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

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

"Acquisition Agreement" shall mean that certain Acquisition Agreement relating to the acquisition of the Expansion Area Project, by and between the Developer and the Issuer.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2026 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

"Assessment Resolutions" shall mean Resolution No. 2026-05, Resolution No. 2026-06, and Resolution 2026-___ of the Issuer adopted on June 26, 2026, June 26, 2026 and ________, 2026, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2026 Bonds, on the date of issuance, in the denominations of $5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least $100,000 of the Series 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2026 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such beneficial owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Bonds" shall mean the Issuer's Special Assessment Bonds issued pursuant to the Master Indenture.

["Collateral Assignment" shall mean that certain instrument executed by the Developer and the Land Bank in favor of the Issuer whereby certain of the Project Documents and other material documents necessary to complete all of the development planned for the Expansion Area Project) are collaterally assigned as security for the Developer's and Land Bank's obligations to pay the Series 2026 Special Assessments imposed against lands within the Expansion Area within the District owned by the Developer or the Land Bank from time to time.]

"Consulting Engineer" shall mean Alvarez Engineers, Inc. and its successors.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2026 Bonds, dated the date of delivery of the Series 2026 Bonds, by and among the Issuer, the Developer, the Land Bank, the dissemination agent named therein, and joined by the Trustee, in connection with the issuance of the Series 2026 Bonds.

"District Manager" shall mean Governmental Management Services – South Florida, LLC, and its successors and assigns.

"Expansion Area Project" shall mean all of the public infrastructure deemed necessary for the development of 166 platted residential units within the Expansion Area of the District generally described on Exhibit A attached hereto.

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

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2026 and on any date principal of the Series 2026 Bonds is paid including any Quarterly Redemption Date.

"Land Bank" shall mean, collectively, TPG AG EHC III (LEN) Multistate 1, LLC, a Delaware limited liability company, and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of the Series 2026 Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of October 1, 2022, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2026 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2026 Bonds as specifically defined in this Second Supplemental Indenture).

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

"Prepayment" shall mean the payment by any owner of property within the Expansion Area within the District of the amount of the Series 2026 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Series 2026 Special Assessments or as a result of a true-up payment. "Prepayments" shall include, without limitation, Series 2026 Prepayment Principal.

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

"Redemption Price" shall mean the principal amount of any Series 2026 Bond payable upon redemption thereof pursuant to this Second Supplemental Indenture.

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

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

"Resolution" shall mean, collectively, (i) Resolution No. 2026-07 of the Issuer adopted on June 26, 2026, pursuant to which the Issuer authorized the issuance of not exceeding $14,330,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the Expansion Area within the District, and (ii) Resolution No. 2026-09 of the Issuer adopted on October 18, 2026, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2026 Bonds in an aggregate principal amount of not exceeding $5,000,000 to finance a portion of the acquisition of the Expansion Area Project, specifying the details of the Series 2026 Bonds and awarding the Series 2026 Bonds to the Underwriter of the Series 2026 Bonds subject to the parameters set forth therein.

"Series 2026 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2026 Bond Redemption Account" shall mean the Series 2026 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2026 Bonds" shall mean the $___________ aggregate principal amount of Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

"Series 2026 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"Series 2026 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2026 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"Series 2026 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2026 Pledged Revenues" shall mean (a) all revenues received by the Issuer from the Series 2026 Special Assessments levied and collected on the assessable lands within the Expansion Area of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2026 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2026 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2026 Bonds; provided, however, that Series 2026 Pledged Revenues shall not include (A) any moneys transferred to the Series 2026 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2026 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2026 Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Indenture or as a result of an acceleration of the Series 2026 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2026 Special Assessments are being collected through a direct billing method.

"Series 2026 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2026 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

"Series 2026 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"Series 2026 Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Second Supplemental Indenture.

"Series 2026 Reserve Account" shall mean the Series 2026 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

"Series 2026 Reserve Requirement" or "Reserve Requirement" shall mean an amount equal to [ten percent (10%)] of the maximum annual debt service with respect to the initial principal amount of the Series 2026 Bonds determined on the date of issue. If a portion of the Series 2026 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to ten percent (10%) of the maximum annual debt service of the Series 2026 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2026 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2026 Bonds be used to pay principal of and interest on the Series 2026 Bonds at that time. The initial Series 2026 Reserve Requirement shall be equal to $___________.

"Series 2026 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

"Series 2026 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

"Series 2026 Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Expansion Area of the District as a result of the Issuer's acquisition and/or construction of a portion of the Expansion Area Project, corresponding in amount to the debt service on the Series 2026 Bonds and designated as such in the methodology report relating thereto.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2026 Special Assessments have been assigned to residential units within the Expansion Area within the District that have received certificates of occupancy.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2026 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2026 Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2026 BONDS

SECTION 2.01. Amounts and Terms of Series 2026 Bonds; Issue of Series 2026 Bonds. No Series 2026 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2026 Bonds that are to be issued under this Second Supplemental Indenture is expressly limited to $___________. The Series 2026 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2026 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2026 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2026 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2026 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2026 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2026 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2026 Bonds.

(a) The Series 2026 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing all or a portion of the Expansion Area Project, (ii) to pay interest on the Series 2026 Bonds through at least November 1, 2026, (iii) to fund the Series 2026 Reserve Account in an amount equal to the initial Series 2026 Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be designated "Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2026 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2026 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2026 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November] 1, 2026, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2026 Bonds, the principal or Redemption Price of the Series 2026 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2026 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2026 Bonds, the payment of interest on the Series 2026 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2026 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2026 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2026 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2026 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Details of the Series 2026 Bonds.

(a) The Series 2026 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all as set forth below, subject to the right of prior redemption in accordance with their terms.

Year	**Amount**	**Interest Rate**

*Serial Bonds
**Term Bonds

(b) Interest on the Series 2026 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2026 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2026 Bond Proceeds. From the net proceeds of the Series 2026 Bonds received by the Trustee in the amount of $__________:

(a) $________ derived from the net proceeds of the Series 2026 Bonds shall be deposited in the Series 2026 Interest Account;

(b) $________ derived from the net proceeds of the Series 2026 Bonds (which is an amount equal to the initial Series 2026 Reserve Requirement) shall be deposited in the Series 2026 Reserve Account of the Debt Service Reserve Fund;

(c) $__________ derived from the net proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2026 Bonds; and

(d) $__________ representing the balance of the net proceeds of the Series 2026 Bonds shall be deposited in the Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2026 Bonds. The Series 2026 Bonds shall be issued as one fully registered bond for each maturity of Series 2026 Bonds and deposited with The Depository Trust Company ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2026 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2026 Bonds ("Beneficial Owners").

The Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any Direct Participant or to any Indirect Participant. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Direct Participant or Indirect Participant with respect to any ownership interest in the Series 2026 Bonds, (b) the delivery to any Direct Participant or Indirect Participant or any other person other than an Owner, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (c) the payment to any Direct Participant or Indirect Participant or any other person, other than an Owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, or interest on the Series 2026 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026 Bond is registered in the registration books kept by the Registrar as the absolute Owner of such Series 2026 Bond for the purpose of payment of principal and interest with respect to such Series 2026 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. Notwithstanding any of the foregoing, the Trustee is authorized to recognize the Beneficial Owner of the Series 2026 Bonds for purposes of this Section 2.07 if beneficial ownership is proven to the satisfaction of the Trustee.

Principal and interest on the Series 2026 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2026 Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2026 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2026 Bonds in the form of fully registered Series 2026 Bonds in accordance with the instructions from Cede & Co.

Upon receipt by the Trustee or the Issuer of written notice from DTC (a) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2026 Bonds, or (b) 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 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names registered owners transferring or exchanging the Series 2026 Bonds shall designate, in accordance with the provisions hereof.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the written instructions from DTC or its successor and after such time Series 2026 Bonds may be exchanged for an equal aggregate principal amount of Series 2026 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2026 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Series 2026 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2026 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026 Bonds, all the Series 2026 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this Second Supplemental Indenture;

(c) An opinion of Counsel to the District, also addressed to the Trustee, substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the Expansion Area Project being financed with the proceeds of the Series 2026 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Expansion Area Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2026 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2026 Special Assessments, and (v) the Series 2026 Special Assessments are legal, valid and binding liens upon the property against which such Series 2026 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of an authorized officer of the Issuer to the effect that, upon the authentication and delivery of the Series 2026 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture; and

(e) [An executed copy of the Collateral Assignment.]

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2026 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2026 Bonds set forth in this Section 2.09 to the satisfaction of the District and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2026 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2026 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2026 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2026 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed pursuant to Section 8.04 of the Master Indenture. Partial redemptions of Series 2026 Bonds shall be made in such a manner that the remaining Series 2026 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2026 Bond.

The Series 2026 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2026 Bonds shall be made on the dates specified below.

(a) Optional Redemption. The Series 2026 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after [May 1], 20XX (less than all Series 2026 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2026 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2026 Prepayment Principal (including amounts transferred from the Series 2026 Reserve Account as a credit against the amount of the Series 2026 Prepayment Principal due and owing) deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account following the payment in whole or in part of Series 2026 Special Assessments on any assessable property within the Expansion Area of the District in accordance with the provisions of Section 4.05 of this Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund, the Series 2026 Costs of Issuance Account and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2026 Reserve Account) all of which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee in writing revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2026 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2026 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2026 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

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

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2026 Acquisition and Construction Account." Net proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture, together with any other moneys that may be transferred to the Series 2026 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2026 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. Any moneys remaining in the Series 2026 Acquisition and Construction Account after the Completion Date, except for any moneys reserved therein for the payment of any costs of the Expansion Area Project owed but not yet requisitioned, as evidenced in a certificate from the District Manager to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Expansion Area Project, a copy of which shall be delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account. Thereafter the Series 2026 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026 Acquisition and Construction Account and pay such moneys to the Person such requisition so directs. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2026 Costs of Issuance Account." Net proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2026 Costs of Issuance Account to pay the costs of issuing the Series 2026 Bonds. Six months after the issuance of the Series 2026 Bonds, any moneys remaining in the Series 2026 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2026 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2026 Bonds shall be paid from excess Series 2026 Pledged Revenues on deposit in the Series 2026 Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2026 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2026 Revenue Account." Series 2026 Special Assessments (except for Prepayments of Series 2026 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2026 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2026 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the Issuer as a Prepayment upon deposit thereof with the Trustee, payments of Series 2026 Special Assessments otherwise received by the Trustee are to be deposited into the Series 2026 Revenue Account.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026 Principal Account." Moneys shall be deposited into the Series 2026 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2026 Interest Account." Moneys deposited into the Series 2026 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2026 Sinking Fund Account." Moneys shall be deposited into the Series 2026 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Series 2026 Reserve Account." Proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2026 Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2026 Reserve Account and prior to the Completion Date transfer any excess therein above the Reserve Requirement for the Series 2026 Bonds caused by investment earnings to the Series 2026 Acquisition and Construction Account and, after the Completion Date, to the Series 2026 Revenue Account to be applied in accordance with 4.02 hereof.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2026 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2026 Bonds to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2026 Special Assessments and applied to redeem a portion of the Series 2026 Bonds is less than the principal amount of Series 2026 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2026 Special Assessments relating to the benefited property of such landowner within the Expansion Area, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer to, calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2026 Prepayment Principal due by the amount of money in the Series 2026 Reserve Account that will be in excess of the Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2026 Reserve Account shall be transferred by the Trustee to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2026 Reserve Account to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the District Manager shall calculate the Reserve Requirement and communicate the same to the Trustee, and the Trustee shall apply any excess in the Series 2026 Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2026 Bond Redemption Account" and within such Account, a "Series 2026 General Redemption Subaccount," a "Series 2026 Optional Redemption Subaccount," and a "Series 2026 Prepayment Subaccount." Except as otherwise provided in this Second Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2026 Bonds, moneys to be deposited into the Series 2026 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2026 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account (including all earnings on investments held in such Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2026 Bonds equal to the amount of money transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2026 Rebate Fund designated as the "Series 2026 Rebate Fund." Moneys shall be deposited into the Series 2026

Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Any moneys on deposit in the Series 2026 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2026 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2026 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2026 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2026, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Series 2026 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2027, to the Series 2026 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2026 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2026 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2027, to the Series 2026 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds subject to sinking fund redemption on such June 15, less any amount on deposit in the Series 2026 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each May 1, which is a principal payment date for any Series 2026 Bonds, to the Series 2026 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2026 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2026 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2026 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2026 Revenue Account to the Series 2026 Interest Account, the amount necessary to pay interest on the Series 2026 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2026 Bonds remain Outstanding, to the Series 2026 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2026 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Series 2026 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2026 Bonds and next, any balance in the Series 2026 Revenue Account shall remain on deposit in such Series 2026 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2026 Rebate Fund , in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2026 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2026 Bonds, to execute and deliver the Indenture and to pledge the Series 2026 Pledged Revenues for the benefit of the Series 2026 Bonds to the extent set forth herein. The Series 2026 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2026 Bonds, except as otherwise permitted under the Master Indenture. The Series 2026 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2026 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Expansion Area Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2026 Bonds, the Issuer will promptly proceed to construct or acquire the Expansion Area Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of the Series 2026 Special Assessment Liens.

(a) At any time any owner of property within the Expansion Area within the District, which property is subject to the Series 2026 Special Assessments may, at its option, or as a result of acceleration of the Series 2026 Special Assessments because of non-payment thereof, or as a result of a true-up payment, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2026 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2026 Special Assessment, which shall constitute Series 2026 Prepayment Principal, plus, accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of Series 2026 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the District that the Series 2026 Special Assessment has been paid in whole or in part and that such Series 2026 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2026 Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2026 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the District. No credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of $5,000, the Trustee shall withdraw moneys from the Series 2026 Revenue Account to round-up to an integral multiple of $5,000 and deposit such amount into the Series 2026 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2026 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2026 Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2026 Special Assessments relating to the acquisition and construction of the Expansion Area Project through the Uniform Method of Collection (the "Uniform Method") afforded by Section 197.3622, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2026 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or are subject to re-plat, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2026 Special Assessments, and to levy the Series 2026 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2026 Bonds when due. All Series 2026 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

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

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2026 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2026 Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the Expansion Area within the District that are subject to the Series 2026 Special Assessments unless the Series 2026 Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2026 Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments within the Expansion Area, other than the Series 2026 Special Assessments, at any time upon the written consent of the Majority Holders.

SECTION 5.05. Acknowledgement Regarding Series 2026 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Revenues which include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee may not be used by the Issuer (whether to pay costs of the Expansion Area Project or otherwise) without the consent of the Majority Holders. The Series 2026 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer covenants not to enter into any contract regarding the Expansion Area Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2026 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2026 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Second Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2026 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Indenture shall be read and construed as one document.

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

SECTION 7.03. Counterparts and Electronically Signed and/or Transmitted Signatures. This Second Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Second Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Second Supplemental Indenture. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Second Supplemental Indenture. Subject to the provisions of Section 11.08 of the Master Indenture applicable to the Trustee the parties to this Second Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Second Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Second Supplemental Indenture.

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

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2026 Bonds or the date fixed for the redemption of any Series 2026 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2026 Bonds.

SECTION 7.07. USA PATRIOT Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

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

BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

By: ______________________________
Name: Teresa Baluja
Title: Chairperson, Board of Supervisors

[SEAL]

Attest:

By: ______________________________
Name: Juliana Duque
Title: Assistant Secretary
Board of Supervisors

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

By: ______________________________
Name: Scott A. Schuhle
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of ____________, 2026, by Teresa Baluja, Chairperson of Biscayne Drive Estates Community Development District (the "Issuer"), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or produced ___________________ as identification.

[NOTARIAL SEAL]

Notary: ____________________________________
Print Name: ________________________________
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires ______________________

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of ___________, 2026, by Juliana Duque, Assistant Secretary of Biscayne Drive Estates Community Development District (the "Issuer"), who acknowledged that she did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that she appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. She is personally known to me or produced ___________________ as identification.

[NOTARIAL SEAL]

Notary: ___________________________________
Print Name: ________________________________
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires ______________________

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____________, 2026, by Scott A. Schuhle, a Vice President of U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or produced ___________________ as identification.

[NOTARIAL SEAL]

Notary: ______________________________
Print Name: ___________________________
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires ___________________

EXHIBIT A

DESCRIPTION OF EXPANSION AREA PROJECT

The Expansion Area Project includes, but is not limited to, the following improvements:

Stormwater management and control facilities, including, but not limited to, related earthwork; and
Roadway improvements including mobility fees;
Water and wastewater facilities including connection fees;
Offsite improvements; and
All related soft and incidental costs.

EXHIBIT B

[FORM OF SERIES 2026 BOND]

R-1 **$________**

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF MIAMI-DADE
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2026
(EXPANSION AREA PROJECT)

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP
_______%			

Registered Owner:-------------------------------Cede & Co.--

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the BISCAYNE DRIVE ESTATES Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2026 Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing November 1, 2026 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding an interest payment date (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2026, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by U.S. Bank Trust Company, National Association, as Trustee (said U.S. Bank Trust Company, National Association and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, MIAMI-DADE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2026 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

This Bond is one of an authorized issue of Bonds of the BISCAYNE DRIVE ESTATES Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 21-101 of the Board of County Commissioners of Miami-Dade County, Florida ("BCC") enacted on October 5, 2021 and becoming effective on October 15, 2021, as amended by Ordinance No. 26-40 enacted by the BCC on June 2, 2026 and effective on June 12, 2026, designated as "Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project)" (the "Bonds" or the "Series 2026 Bonds"), in the aggregate principal amount of ______________ HUNDRED ________________ THOUSAND AND 00/100 DOLLARS ($___________.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2026 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring the Expansion Area Project (as defined in the herein referred to Indenture). The Series 2026 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of October 1, 2022 (the "Master Indenture"), as amended by a Second Supplemental Trust Indenture dated as of [October] 1, 2026 (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2026 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2026 Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2026 Bonds, the levy and the evidencing and certifying for collection, of the Series 2026 Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2026 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2026 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2026 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2026 Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for the Series 2026 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Series 2026 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the Series 2026 Special Assessments to secure and pay the Bonds.

The Series 2026 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2026 Bonds shall be made on the dates specified below. Upon any redemption of Series 2026 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2026 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2026 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2026 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2026 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2026 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2026 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2026 Optional Redemption Subaccount of the Series 2026 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2026 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2026 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026

Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2026 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2026 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2026 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

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

(i) from Series 2026 Prepayment Principal (including amounts transferred from the Series 2026 Reserve Account as a credit against the amount of the Series 2026 Prepayment Principal due and owing) deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Bond Redemption Account following the payment in whole or in part of Series 2026 Special Assessments on any assessable property within the Expansion Area of the District in accordance with the provisions of Section 4.05 of the Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2026 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2026 Rebate Fund, the Series 2026 Costs of Issuance Account and the Series 2026 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2026 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2026 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2026 Reserve Account) all of which have been transferred to the Series 2026 General Redemption Subaccount of the Series 2026 Bond Redemption Account.

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

Notice of each redemption of the Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the 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 Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such 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 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee 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. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of

Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

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

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, upon request of the Issuer and pursuant to the conditions set forth in the Master Indenture, and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any 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 such Bonds as to the trust estate with respect to such Bonds 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.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

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

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

IN WITNESS WHEREOF, BISCAYNE DRIVE ESTATES Community Development District has caused this Bond to be signed by the manual signature of the Chairperson or Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of an Assistant Secretary of its Board of Supervisors, all as of the date hereof.

BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

By: ______________________________
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By:_________________________________
Assistant Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: ___________________

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

By: ______________________________________
Vice President

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for Miami-Dade County, Florida, rendered on the ____ day of ____________, 2026.

BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

By: ______________________________
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: ______________________________
Assistant Secretary, Board of Supervisors

ABBREVIATIONS

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

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - ________________ Custodian ____________
(Cust) (Minor)

Under Uniform Transfer to Minors Act__________________________
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

____

(please print or typewrite name and address of assignee)

____

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

____

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

Signature Guarantee:

____

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

____

Please insert social security or other identifying number of Assignee.

____

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

EXHIBIT C

FORMS OF REQUISITIONS

**BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Biscayne Drive Estates Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of October 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of [October] 1, 2026 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Identify Acquisition Agreement, if applicable;

(C) Name of Payee:

(D) Amount Payable:

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2. each disbursement set forth above is a proper charge against the Series 2026 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the Cost of the Expansion Area Project; and

4. each disbursement represents a Cost of the Expansion Area Project which 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.

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

BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

By: ______________________________
Responsible Officer

Date:______________________________

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Expansion Area Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

____
Consulting Engineer

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(EXPANSION AREA PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Biscayne Drive Estates Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of October 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of [October] 1, 2026 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2026 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2026 Bonds; and
4. each disbursement represents a cost of issuance which 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 originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: ______________________________
Responsible Officer

Date: ______________________________

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

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

Re: $___________ Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of $______ of the above-referenced Bonds [state maturing on May 1, ________, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

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

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

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

❑ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

❑ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of $5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding $5,000,000;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds $1,000,000 at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year;

☐ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

☐ an entity, of a type other than those set forth above, that owns investments in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;

☐ a “family office” with at least $5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _______________, 2026 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

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

Very truly yours,

[Name], [Type of Entity]

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Or

____
[Name], an Individual

ACQUISITION AGREEMENT
(Expansion Area)

This Acquisition Agreement (the "Agreement") is made and entered into as of this _____ day of ______________, 2026 (the "Effective Date"), by and between:

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

LENNAR HOMES, LLC, a Florida limited liability company, an owner and primary developer of lands within the Expansion Area of the District, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126, and its successors, successors-in-title, and assigns (the "Developer").

RECITALS

WHEREAS, the District was expanded by Ordinance No. 26-40, enacted by the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County") on June 2, 2026 and effective June 12, 2026 (the "Expansion Ordinance"), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the Expansion Area of the District; and

WHEREAS, the Developer is the developer of the 54.43 +/- acres of lands within a portion of the District, which lands are situated within the unincorporated area of the County and are more particularly described in the Expansion Ordinance, incorporated by reference (the "Expansion Area"); and

WHEREAS, the lands within the Expansion Area are owned by the Developer, TPG AG EHC III (LEN) Multi State 1, LLC, A Delaware limited liability company (the "AG1 Landowner"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "AG6 Landowner," together with the AG1 Landowner, the "AG Landowner"), which AG1 Landowner and AG6 Landowner were established for the principal purpose of acquiring and holding real estate, and there have been several residential lots that have been sold to homebuyers; and

WHEREAS, the Developer covenants that pursuant to the Construction Agreement dated ______________, 202__ by and between the Developer and the AG1 Landowner and the Construction Agreement dated ___________________ 202__ by and between the Developer and the AG6 Landowner , as such Construction Agreements may be amended and supplemented from time to time, the Developer has all necessary authority to develop the Expansion Area, complete the Expansion Area Project, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the Expansion Area within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the Expansion Area, including, without limitation, roadway improvements, including applicable mobility fees; stormwater management and control facilities, including, but not limited to, related earthwork; certain off-site public improvements; water and wastewater facilities, including applicable connection fees; related soft and incidental costs and contingency; and to pay all or a portion of the design, acquisition and construction cost of said public infrastructure improvements, which public infrastructure systems, facilities and improvements are more specifically described in the First Supplemental Engineer's Report for the Expansion Area, dated June 26, 2026, prepared by Alvarez Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "Improvements" or the "Expansion Area Project"), which Engineer's Report and Expansion Area Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the Expansion Area Project, which consists of the rights and interests in certain public infrastructure improvements ("Improvements") and interests in real property as more particularly described in Exhibit A attached hereto and made a part hereof, which Improvements benefit those Expansion Area, as described in the Engineer's Report; and

WHEREAS, the District proposes to issue its not-to-exceed $14,330,000 PalBiscayne Drive Estates Community Development District Special Assessment Bonds (Expansion Area Project) sometime during the 2026 calendar year (collectively, the "Series 2026 Bonds"), to finance the cost of acquisition of a portion of the Developer's rights or interest in the Expansion Area Project providing a direct and special benefit to the Expansion Area, pursuant to a Master Trust Indenture dated as of October 1, 2022 between the District and U.S. Bank Trust Company, National Association, as trustee, or a successor trustee approved by the District (the "Trustee") and a Second Supplemental Trust Indenture to be entered into by the District and the Trustee prior to the issuance of the Series 2026 Bonds, as each may be supplemented and amended from time to time (collectively, the "Indenture"); and

WHEREAS, since the Expansion Area Project provides a direct and special benefit to the lands within the Expansion Area, it is the intent of the parties that this Agreement shall be applicable to the Series 2026 Bonds; and

WHEREAS, Developer will grant the District those easements or real property interests as determined to be necessary by legal counsel to the District and which permit the District to acquire and/or construct and maintain the Expansion Area Project within and benefitting the Expansion Area; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture; and

WHEREAS, as a condition of the District acquiring the Improvements that constitute part of the Expansion Area Project, the Engineer will certify that the Improvements or the portion of the Improvements being conveyed to the District pursuant to this Agreement are part of the Expansion Area Project and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for homebuyers); and

WHEREAS, the District Board of Supervisors has determined that it is in the best interests of the District, its future landowners and residents to enter into this Agreement and to acquire the Improvements and any interests in real property that are part of the Expansion Area Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 It is contemplated by the parties that the Improvements will be completed and conveyed by the Developer to the District. The provisions of Section 3 and Section 4 hereof are specifically applicable to the conveyance of Improvements comprising the Expansion Area Project by the Developer to the District. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Series 2026 Bonds, the amount of net proceeds available from the Series 2026 Bonds issued by the District as total payment for all the Developer's rights or interest in the Expansion Area Project, an amount not to exceed **FOURTEEN MILLION THREE HUNDRED THIRTY THOUSAND AND 00/100 ($14,330,000.00) DOLLARS** (the "Project Cost"). The parties acknowledge that this Project Cost will exceed the amount of net proceeds available from the Series 2026 Bonds to be issued by the District, in one or more Series, in connection with the Expansion Area Project. The total payment to be made by the District for all the Developer's rights or interests in the Expansion Area Project calculated in accordance with and subject to this Agreement shall not exceed the Project Cost or the amount of net proceeds available from the Series 2026 Bonds, whichever is less (the "Purchase Price") deposited into the applicable Series 2026 Acquisition and Construction Account and from monies in the Series 2026 Reserve Account in accordance with the Indenture.

2.2 In no event shall the District pay more than the Purchase Price for all of the Expansion Area Project. In the event that there are not sufficient funds from the available net proceeds of the Series 2026 Bonds and from available money released from the Series 2026 Reserve Account in accordance with the Indenture to pay for the Expansion Area Project, then, the Project Cost shall be reduced to equal the amount of remaining funds available from the net proceeds of the Series 2026 Bonds and available monies in the Series 2026 Reserve Account in accordance with the Indenture, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and the interests in real property subject to this Agreement without further right to any additional payments for the Improvements or the interests in real property constituting the Expansion Area Project. The acquisition of the Developer's rights or interest in the Expansion Area Project by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indenture relating to the Series 2026 Bonds, the resolution or resolutions authorizing the Series 2026 Bonds, and the Engineer's Report, all of which are incorporated herein by reference. The parties recognize that Developer shall not be paid more than the Purchase Price for the Expansion Area Project.

2.3 For purposes of the payment provisions of this Agreement, all payments to the Developer shall be made and directed to Lennar Homes, LLC, unless otherwise directed in writing by Lennar Homes, LLC.

3. CONVEYANCE OF IMPROVEMENTS AND REAL PROPERTY.

3.1 In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey, or cause to be conveyed by the Developer or others, as the case may be, to the District by dedication, special warranty deed, quit claim deed, easement, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the interests in real property and the Improvements from time to time and as the Improvements are completed. At least fifteen (15) days prior to the date of conveyance of any interests in real property (pursuant to Section 3.2 and Section 3.6 below) or Improvements hereunder, the Developer shall provide the District with copies of surveys and as-built plans, if applicable, signed and sealed by the Developer's surveyor and/or engineer of record describing the Improvements and any real property, if applicable, being conveyed. At least ten (10) days prior to the date of conveyance of any interests in real property pursuant to Section 3.2 and Section 3.6 hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title relating to any interests in real property and Improvements acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and Improvements being conveyed, and stating that (i) such interests in real property and Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Improvements have been obtained, and (iii) the Developer is conveying the complete interest in the Improvements to the District.

3.2 Conveyance of interests in real property. Pursuant to and as more particularly described in the Engineer's Report and as part of the Expansion Area Project, the Developer is required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the Expansion Area Project. With respect to the conveyance of the interests in real property, on the date of the closing on said property, or portions thereof, the Developer shall deliver to the District the following original documents:

a. Special Warranty Deed or Quit Claim Deed (each, a "Deed") or Grant of Easement, as provided in the Engineer's Report;

b. Attorney's Opinion of Title;

c. Owner's/Seller's Affidavit;

d. Bill of Sale for improvements on the property;

e. Any necessary consent resolutions;

f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.

3.3 The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of- way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature, and the District shall have free and unencumbered access to such Improvements.

3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Series 2026 Bonds, and the District shall make payment for such conveyances in accordance with Section 4 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Series 2026 Bonds.

3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property and interests in real property, whether by Deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report. Developer further agrees to convey or have conveyed, at no cost to the District, such other real property interests in

Expansion Area from the Developer in favor of the District as determined to be necessary by District legal counsel and which permit the District to acquire, own, and operate the Expansion Area Project within said Expansion Area.

4. PAYMENT FOR IMPROVEMENTS, CONNECTION CHARGES AND MOBILITY FEES.

4.1 After receipt by the District of funds from the net proceeds of the Series 2026 Bonds, and in accordance with the terms of the applicable Indenture relating to the Series 2026 Bonds and this Agreement, the District agrees to pay the Developer upon the issuance of the Series 2026 Bonds from available funds for that purpose under the Indenture, as total payment for all of the Developer's and any other grantor's rights or interest in any Improvements to be conveyed to the District, an amount not more than the Purchase Price, which shall not exceed the lesser of the documented actual cost of the Improvements or the Engineer's estimated fair market value of such Improvements, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the net proceeds of the Series 2026 Bonds, to pay for the Improvements. The Purchase Price is inclusive of any mobility fees or connection charges that are part of the Expansion Area Project, as described in Section 5 of this Agreement and in the Engineer's Report. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements except as provided in Section 4.1.1 below, including the mobility fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indenture relating to the Series 2026 Bonds, the resolution or resolutions authorizing the Series 2026 Bonds, and the Engineer's Report. The payment of the Purchase Price shall occur in the following manner:

4.1.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture, upon proper requisition as provided by the applicable Indenture relating to the Series 2026 Bonds and upon certification by the Engineer and the Developer in accordance with Section 6 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments for each Series of Bonds, as necessary. To the extent that there are sufficient funds available from the net proceeds of the Series 2026 Bonds, including moneys released from the Series 2026 Reserve Account in accordance with the Indenture, the District will continue to pay the Developer from such proceeds for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture to pay for the Improvements.

4.1.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the net proceeds of the Series 2026 Bonds or from the Series 2026 Reserve Account in accordance with the Indenture to pay for the Improvements.

4.1.3 Maximum Payment. In no event shall the District pay more than the Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the available net proceeds of the Series 2026 Bonds, or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture to pay for Improvements, then**,** the Purchase Price shall be reduced to equal the amount of remaining funds available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and real property subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements and District's payment for the same shall be in accordance with the terms of this Agreement and the applicable Indenture relating to the Series 2026 Bonds and with the resolution or resolutions authorizing the Series 2026 Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the Purchase Price for the Improvements that constitute the Expansion Area Project.

4.2 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 7 of this Agreement or which may be contained in a separate completion agreement to be entered into by the District and the Developer prior to the issuance of the Bonds (the "Completion Agreement"). Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the Expansion Area Project is subject to the terms of the applicable Indenture.

4.3 The Developer agrees that water and sewer connection charges and mobility fees, as described in the Engineer's Report are part of the Expansion Area Project. If the Developer pays the connection charges or mobility fees to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the Series 2026 Bonds are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments for connection charges or mobility fees. If the Developer is entitled to any mobility fee credits not included as part of the Purchase Price, the Purchase Price for any component of the Expansion Area Project that generated the impact fee credits shall be reduced in like amount.

5. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any warranties associated with or applicable to the Improvements, but only to the extent capable by their terms of being assigned. Notwithstanding any warranty relating to the Improvements contained herein, the District acknowledges that any interests in real property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any Deed, opinion of title, or title insurance commitment pertaining to the property.

6. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the Expansion Area Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture to acquire or construct any remaining portion of the Expansion Area Project; and (g) that each payment to be received by the Developer pursuant to this Agreement does not constitute a loan of the proceeds of the Series 2026 Bonds to the Developer. If sufficient funds are not available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture to acquire or construct any remaining portion of the Expansion Area Project, the project completion obligations of Section 7 shall be invoked and applicable.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

7. COMPLETION.

7.1 The Developer covenants that it shall cause the Improvements constituting the Expansion Area Project to be completed and conveyed and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements or the Expansion Area Project, regardless of whether the proceeds of the Series 2026 Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. Pursuant to this Agreement and the terms of the Completion Agreement pertaining specifically to the Series 2026 Bonds and Expansion Area Project by and between the District and the Developer, the Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the sum of the available net proceeds of the Series 2026 Bonds issued by the District and from moneys from the Series 2026 Reserve Account in accordance with the Indenture, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), for the Improvements specially benefiting the lands within the Expansion Area.

7.2 The Developer acknowledges that the Project Cost will exceed the amount of net proceeds anticipated to be available from the Series 2026 Bonds issued or to be issued by the District.

7.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements or interests in real property from any source other than the proceeds of the Series 2026 Bonds, including amounts from the Series 2026 Reserve Account in accordance with the Indenture.

8. APPLICATION OF APPLICABLE INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the Expansion Area Project by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the applicable Indenture relating to the Series 2026 Bonds**,** which are specifically incorporated herein by reference and made a part hereof. In no case shall the cumulative price paid by the District for the Expansion Area Project exceed the lesser of Project Cost or available net proceeds from the issuance of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account in accordance with the Indenture.

9. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

10. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

12. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

13. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

14. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

17. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Series 2026 Bonds issued or to be by the District or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Series 2026 Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. The term "Majority" shall mean more than fifty (50%) percent.

18. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

19. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

20. NO THIRD-PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than homebuyers). Notwithstanding anything herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

22. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. In addition, the Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds outstanding.

23. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and the real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or interests in real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

24. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages and injunctive relief and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided above and by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

25. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

26. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District:	Biscayne Drive Estates Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attention: District Manager
With copy to:	Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Lennar Homes, LLC 5505 Waterford District Drive Miami, Florida 33126 Attn: Carlos Gonzalez, Vice President
With a copy to:	Holland & Knight LLP 515 East Las Olas Boulevard, Suite 1200 Fort Lauderdale, Florida 33301 Attention: Connor Holding, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

______________________________ By: ______________________________

Teresa Baluja, Chairperson
Board of Supervisors

____
Print Name

______________________________ Attest: ______________________________

Juliana Duque, Assistant Secretary

____
Print Name

_____ day of ___________, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of ____________, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors for **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced ______________________ as identification.

[SEAL]

____
Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ____ day of ______________, 2026, by Juliana Duque, as Assistant Secretary of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced ______________________ as identification.

[SEAL]

____
Notary Public
Commission:

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

____

By: ____________________________
Greg McPherson, Vice President

____
Print Name

____

_____ day of _____________, 2026

____
Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of __________________, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He is personally known to me or has produced ___________________ as identification.

____
Notary Public
Commission:

Exhibit A

Improvements –Expansion Area Project

1. Stormwater Management and Drainage Facilities. The onsite and offsite stormwater management and drainage facilities for the Expansion Area Project, as more particularly described in the First Supplemental Engineer's Report for the Expansion Area, dated June 26, 2026, prepared by Alvarez Engineers, Inc., as may be further amended and supplemented from time to time by the District (collectively, the "Engineer's Report").

2. Sanitary Sewer System. The sanitary sewer system for the Expansion Area Project, as more particularly described in the Engineer's Report, as well as applicable sanitary sewer connection charges for the Expansion Area Project.

3. Water Distribution System and Sanitary Sewer System. The water distribution system for the Expansion Area Project provides potable water for public use and fire protection, as more particularly described in the Engineer's Report, as well as applicable water connection charges for the Expansion Area Project.

4. Roadway/Public Right-of-Way Improvements. The onsite and offsite roadway improvements for the Expansion Area Project consist of public right-of-way improvements benefitting the Expansion Area, as well as applicable mobility fees, all as more particularly described in the Engineer's Report.

5. Other Improvements. Those other, appurtenant, and related public infrastructure components of the Expansion Area Project, as described and depicted in the Engineer's Report.

COMPLETION AGREEMENT
(Expansion Area)

This Completion Agreement ("Agreement") is made and entered into as of this ______ day of __________, 2026 (the "Effective Date"), by and between:

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

LENNAR HOMES, LLC, a Florida limited liability company, the developer of lands within the Expansion Area of the District, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126, and its successors, successors-in-title, and assigns (the "Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 21-101, enacted by the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County") on October 5, 2021 and effective October 15, 2021 (the "Establishment Ordinance"), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the District; and

WHEREAS, the boundaries of the District were subsequently expanded pursuant to Ordinance No. 26-40 (the "Expansion Ordinance") enacted by the County Commission of the County on June 2, 2026, effective June 12, 2026, adding certain lands to the District, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Expansion Area"); and

WHEREAS, the Developer is the developer of the 54.43 +/- acres of lands within the Expansion Area of the District, which lands are situated within the unincorporated area of the County; and

WHEREAS, the lands within the Expansion Area are owned by the Developer, TPG AG EHC III (LEN) Multi State 1, LLC, A Delaware limited liability company (the "AG1 Landowner"), and TPG AG EHC III (LEN) Multi State 6, LLC, a Delaware limited liability company (the "AG6 Landowner," together with the AG1 Landowner, the "AG Landowner"), which AG Landowner was established for the principal purpose of acquiring and holding real estate, and there have been several residential lots that have been sold to homebuyers; and

WHEREAS, the Developer covenants that pursuant to the Construction Agreement dated __________________, 2026, by and between the Developer and the AG1 Landowner and the Construction Agreement dated ___________________ 202__ by and between the Developer and the AG6 Landowner, as such Construction Agreements may be amended and supplemented from time to time, the Developer has all necessary authority to develop the Expansion Area, complete the Expansion Area Project, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the lands within the Expansion Area within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the Expansion Area, including, without limitation, roadway improvements, including applicable mobility fees; stormwater management and control facilities, including, but not limited to, related earthwork; certain off-site public improvements; water and wastewater facilities, including applicable connection fees; related soft and incidental costs and contingency; and to pay all or a portion of the design, acquisition and construction cost of said public infrastructure improvements, which public infrastructure systems, facilities and improvements are more specifically described in the First Supplemental Engineer's Report for the Expansion Area, dated June 26, 2026, prepared by Alvarez Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "Improvements" or the "Expansion Area Project"), which Engineer's Report and Expansion Area Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District has imposed special assessments on the Expansion Area (the "Series 2026 Special Assessments") to secure the financing for the acquisition and construction of a portion of the Expansion Area Project; and

WHEREAS, the District is issuing its **$_______________** Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project) (the "Series 2026 Bonds") to finance the cost of acquisition of a portion of the Developer's rights or interest in the Expansion Area Project that provides a direct and special benefit to the Expansion Area, which amount of Series 2026 Bonds is less than the Expansion Area Project cost estimated in the Engineer's Report; and,

WHEREAS, the parties acknowledge that the District is not legally bound to issue additional bonds to fund the remainder or a portion of the Expansion Area Project not funded by the Series 2026 Bonds; and

WHEREAS, the assessable lands within the Expansion Area will be subject to the Series 2026 Special Assessments relating to the Series 2026 Bonds to be issued to finance the costs of a portion of the Expansion Area Project that directly and specially benefit the Expansion Area; and

WHEREAS, the Series 2026 Bonds will be issued pursuant to a Master Trust Indenture dated as of October 1, 2022 and a Second Supplemental Trust Indenture, dated as of __________________ 1, 2026, as the same may be supplemented from time to time (collectively, the "Indenture"), which Indenture is by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and

WHEREAS, the Developer and the District hereby agree that the District will be obligated to issue the Series 2026 Bonds to fund only a portion of the cost of the Expansion Area Project and the Developer will cause the Expansion Area Project to be completed and conveyed to the District or otherwise provide funds to the District to cause the Expansion Area Project to be completed, as more fully set forth herein and will cause any real property interests associated with the Expansion Area Project, as described in the Engineer's Report, to be conveyed at no cost to the District; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, since the Expansion Area Project provides a direct and special benefit to the Expansion Area, it is the intent of the parties that this Agreement shall be applicable to the Series 2026 Bonds issued by the District.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF THE EXPANSION AREA PROJECT.

(a) The Developer and District agree and acknowledge that the available net proceeds of the District's Series 2026 Bonds will provide only a portion of the funds necessary to complete the Expansion Area Project. The District will issue a total of **$____________** in principal amount of Series 2026 Bonds, which will initially provide approximately **$___________** in available Series 2026 Bonds proceeds to pay for a portion of the Expansion Area Project benefitting the Expansion Area. The remainder of the costs required to fund the Expansion Area Project benefitting the Expansion Area shall be derived from Developer funds, as provided herein.

(b) The Developer hereby agrees, subject to the provisions of this Agreement, including subsection (d) below (i) to complete or cause to be completed or (ii) to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, in each case, those portions of the Expansion Area Project which remain unfunded from available net proceeds of the Series 2026 Bonds and from any amounts deposited pursuant to the Indenture relating to the Series 2026 Bonds into the Series 2026 Acquisition and Construction Account and from monies in the Series 2026 Reserve Account as provided in the Indenture, including, but not limited to, all administrative, legal, warranty, engineering, permitting, real estate acquisition costs, or other related soft costs, for the Expansion Area Project specially benefiting the Expansion Area within the District (collectively, the "Remaining Improvements"), whether pursuant to existing contracts, contracts assigned by the Developer to the District, or future contracts, and all change orders to any such contracts. The Developer has no reason to believe the Remaining Improvements will not be completed and conveyed to the District or that the Developer will not provide funds to the District to permit the Remaining Improvements to be completed. The Developer shall cause the property interests associated with the Expansion Area Project to be conveyed to the District prior to the completion of the Expansion Area Project or within sixty (60) days of written demand of the District, whichever is earlier

(c) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the proceeds of the Series 2026 Bonds.

(d) The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the Developer will provide any and all portions of the Remaining Improvements not funded by net proceeds of the Series 2026 Bonds, as follows:

(i) The Developer shall diligently proceed to complete or cause to complete the Remaining Improvements (without regard to the estimated cost thereof set forth in the Engineer's Report) and convey such completed components of the Remaining Improvements to the District or to the County, if applicable, subject to the terms of the Acquisition Agreement (Expansion Area) dated ______________________, 2026, between the District and the Developer and pertaining to the Expansion Area Project, as the same may be amended by the parties from time to time (collectively, the "Acquisition Agreement"); provided, however, when all or any portion of the Remaining Improvements are the subject of an existing District contract, whether procured or assumed by the District, then upon notice to the Developer by the District, the Developer shall promptly, in accordance with the Acquisition Agreement, provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(ii) When any portion of the Remaining Improvements are not the subject of an existing District contract, then upon notice to the Developer by the District, the Developer, within a commercially reasonable time, may request that it instead provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed those Remaining Improvements, subject to a formal determination by the District Board of Supervisors in advance that the option selected by the Developer will not adversely impact the District and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Expansion Area Project, including the Remaining

Improvements, may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Expansion Area Project shall require the prior written consent of the Trustee acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. The term "Majority," as used herein, shall mean more than fifty (50%) percent.

(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with the Acquisition Agreement or any other agreement or agreements governing conveyances between the Developer and the District.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of the Series 2026 Bonds as provided herein and use of available net proceeds thereof to fund a portion of the Expansion Area Project for the Expansion Area and (ii) the scope, configuration, size and/or composition of the Expansion Area Project for the Expansion Area not materially changing from the Engineer's Report, adopted by the District as of the Effective Date hereof, without the consent of the Developer; provided, however, such consent will not be necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Expansion Area Project is materially changed in response a requirement imposed by law or by a regulatory agency (to be understood as including any governmental action or requirement) other than the District.

(d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notice of default must be given to the Developer by the District, and the Developer shall thereafter have a commercially reasonable time to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by any third party.

5. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Completion Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Series 2026 Bonds or (b) lessens Developer's obligations in this Agreement without the prior written consent of the Trustee for the Series 2026 Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District:	Biscayne Drive Estates Community Development District c/o Governmental Management Services-South Florida, LLC 5385 N. Nob Hill Road Sunrise, Florida 33351 Attention: District Manager
With a copy to:	Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Lennar Homes, LLC 5505 Waterford District Drive Miami, Florida 33126 Attn: Carlos Gonzalez, Vice President
With a copy to:	Holland & Knight LLP 515 East Las Olas Boulevard, Suite 1200 Fort Lauderdale, Florida 33301 Attention: Connor Holding, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. THIRD PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, successors in title, and assigns (other than end users). Notwithstanding the foregoing or anything in this Completion Agreement to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the holders of the Series 2026 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Completion Agreement and, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their receivers, trustees, successors, successors in title, and assigns.

11. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds outstanding.

12. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Completion Agreement and further agree that it shall take effect as of the date first above written.

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

_______________________________ By: _______________________________
Teresa Baluja, Chairperson
Board of Supervisors

____
Print Name

_______________________________ Attest: _______________________________
Juliana Duque, Assistant Secretary

____
Print Name

_____ day of ____________, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [______] physical presence or [_____] online notarization, this ____ day of ______________, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____________________ as identification.

[SEAL]

____
Notary Public
Commission Expires: _______________

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [______] physical presence or [_____] online notarization, this _____ day of ________________, 2026, by Juliana Duque, as Assistant Secretary of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced ___________________ as identification.

[SEAL]

____
Notary Public
Commission Expires: _______________

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

____

By: ___________________________
Greg McPherson, Vice President

____
Print Name

____
Print Name

_____ day of ____________, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this _____ day of __________, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He/she is personally known to me or has produced ___________________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

____
Notary Public
Commission:

Exhibit A

Expansion Area

All of the Plat of ABESS, according to the Plat thereof, as recorded in Plat Book 179, Page 29 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

AND

All of Plat of ABESS SOUTH, according to the Plat thereof, as recorded in Plat Book 179, Page 97 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

RETURN TO:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

DECLARATION OF CONSENT TO JURISDICTION OF THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, IMPOSITION OF SPECIAL ASSESSMENTS, AND IMPOSITION OF LIEN OF RECORD (2026 EXPANSION AREA)

The undersigned entities, **TPG AG EHC III (LEN) MULTI STATE 1, LLC**, A Delaware limited liability company authorized to do business in the State of Florida, whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167 (the "AG1 Landowner") and **TPG AG EHC III (LEN) MULTI STATE 6, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167 (the "AG6 Landowner," together with the AG1 Landowner, the "AG Landowner") and **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (the "Developer"), are the owners and developer (respectively) of those certain lands which are described in Exhibit A attached hereto (the "Expansion Area") located within the boundaries of the Expansion Area of the Biscayne Drive Estates Community Development District (the "District") in unincorporated Miami-Dade County, Florida. The AG Landowner and the Developer, intending that the AG Landowner, the Developer, and their respective successors, successors-in-title, and assigns shall be legally bound by this Declaration, hereby declare, acknowledge and agree as follows:

1. The District is, and has been at all times, on and after October 15, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended (the "Act"). Without limiting the generality of the foregoing, the AG Landowner and the Developer acknowledge that: (a) the petition filed with the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 21-101 enacted October 5, 2021 and effective October 15, 2021, was duly enacted by the County Commission in compliance with all applicable requirements of law; (c) the petition filed with the County Commission of the County, relating to expanding the boundaries of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (d) Ordinance No. 26-40 enacted on June 2, 2026 and effective June 12, 2026 was duly enacted by the County Commission in compliance with all applicable requirements of law; (e) all members of the Board of Supervisors of the District were duly and properly designated, appointed, or elected pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from October 15, 2021.

2. The AG Landowner and the Developer, each on behalf of itself, its successors, successors-in-title, and assigns, hereby confirm and agree that the special assessments (the "Series 2026 Special Assessments") imposed by Resolutions 2026-05, 2026-06, and 2026-08, duly adopted by the Board of Supervisors of the District (the "Board") on June 26, 2026, June 26, 2026, and August 6, 2026, respectively (the "Assessment Resolutions"), the Master Special Assessment Methodology for Special Assessment Bonds (Expansion Area Project), dated June 26, 2026, prepared by Governmental Management Services-South Florida, LLC, as the same may be amended and supplemented from time to time by the District Board of Supervisors in connection with the issuance of the Bonds, as later defined, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all actions necessary to date to levy and impose the Series 2026 Special Assessments, and the Series 2026 Special Assessments are legal, valid and binding first liens upon the Expansion Area co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles and claims, until paid.

3. The AG Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby confirm and agree that Series 2026 Special Assessments are due and payable on the due date and in the manner established by the District.

4. The AG Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby waive the right granted in Chapter 170.09, *Florida Statutes,* to prepay the Series 2026 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2026 Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2026 Special Assessments.

5. The AG Landowner and the Developer hereby expressly acknowledge, represent and agree that (i) pursuant to its Resolution 2026-07 adopted by the District Board of Supervisors on June 26, 2026 and a Resolution 2026-09 adopted by the District Board of Supervisors on September 18, 2026 fixing the details of the Bonds to be issued, the District intends to issue its not-to-exceed $14,330,000 Biscayne Drive Estates Community Development District Special Assessment Bonds (Expansion Area Project), in one or more series (the "Bonds") to finance a portion of the cost of the acquisition and construction of the District's public infrastructure Expansion Area Project, as defined in the First Supplemental Engineer's Report for the Expansion Area, dated June 26, 2026, prepared by Alvarez Engineers, Inc., as amended and supplemented from time to time; (ii) the Acquisition Agreement (Expansion Area), and the Completion Agreement (Expansion Area) between the District and the Developer, each dated on the date of closing on the Bonds, the Collateral Assignment and Assumption of Development Rights Relating to the Expansion Area, between the District, the Developer, and the AG Landowner to be dated on the date of closing on the Bonds, and the terms of this Declaration (collectively, the Financing Documents"), all of which pertain to the District's proposed issuance of the Bonds or securing payment thereof, are or, as the case may be, upon execution by the AG Landowner and/or the Developer, shall be valid and binding obligations enforceable in accordance with their terms; (iii) there are no claims or offsets whatsoever against, or defenses or

counterclaims whatsoever relating to payments of the Series 2026 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2026 Special Assessments and Financing Documents, the Improvements and the benefit thereof to the Expansion Area, or any portions thereof (and the AG Landowner and the Developer hereby expressly waive any such claims, offsets, defenses or counterclaims); (iv) the AG Landowner and the Developer expressly waive and relinquish any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the AG Landowner's or Developer's default, and agrees that (1) the Series 2026 Special Assessments are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes,* is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) the AG Landowner and the Developer expressly waive and relinquish any argument, claim or defense that the AG Landowner or the Developer may have regarding the District's collection of the Series 2026 Special Assessments.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes,* including, without limitation, Section 197.573, *Florida Statutes.* Other information regarding the Series 2026 Special Assessments is available from Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE AG1 LANDOWNER, THE AG6 LANDOWNER, THE DEVELOPER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES, WHATEVER FORM) TAKING TITLE TO ALL OR ANY PART OF THE EXPANSION AREA, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE EXPANSION AREA IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. SECTIONS 1, 2, AND 5 ABOVE SHALL NOT BE DEEMED TO BE APPLICABLE TO HOMEBUYERS/END USERS. HOMEBUYERS AND END-USERS ACQUIRING PROPERTY AFTER THE RECORDING OF THIS DECLARATION OF CONSENT ARE BOUND BY THE TERMS OF PARAGRAPH 4 HEREOF. THIS DECLARATION IS INTENDED TO BE A WAIVER AS AGAINST ANY PARTY DEEMED TO HAVE PROVIDED THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED IN THIS DECLARATION AND SUCH PARTIES HEREBY WAIVE ANY DEFENSE AS TO VALIDITY, LEGALITY AND ENFORCEMENT AGAINST SUCH PARTY AS TO THE MATTERS CONTAINED IN THIS DECLARATION.

Effective the _____ day of ________________, 2026.

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AG1 LANDOWNER:

TPG AG EHC III (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent

By: ______________________________
Steven S. Benson, Authorized Signatory

_____ day of __________, 2026

Witnesses:

____

Print Name______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

____

Print Name______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

STATE OF ARIZONA }
COUNTY OF MARICOPA }

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of ___________, 2026, by Steven S. Benson, Authorized Signatory of **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent of **TPG AG EHC III (LEN) MULTI STATE 1, LLC**, a Delaware limited liability company, for and on behalf thereof, who is [___] personally known to me or [___] has produced ___________________ as evidence of identification..

____
Notary Public

(SEAL)

Name: __________________________
(type or print)

My Commission Expires:

AG6 LANDOWNER:

TPG AG EHC III (LEN) MULTI STATE 6, LLC, a Delaware limited liability company

By: **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent

Witnesses:

____

Print Name_______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

By: ______________________________
Steven S. Benson, Authorized Signatory

____

_____ day of __________, 2026

Print Name_______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

STATE OF ARIZONA }
COUNTY OF MARICOPA }

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of ___________, 2026, by Steven S. Benson, Authorized Signatory of **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent of **TPG AG EHC III (LEN) MULTI STATE 6, LLC**, a Delaware limited liability company, for and on behalf thereof, who is [___] personally known to me or [___] has produced ___________________ as evidence of identification..

(SEAL)

____
Notary Public

Name: ___________________________
(type or print)

My Commission Expires:

DEVELOPER:

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

___________________________________ By: ________________________________
Greg McPherson, Vice President

____
Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

___________________________________ _____ day of _____________, 2026

____
Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of ________________, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He is personally known to me or has produced ___________________ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

____
Notary Public
Commission:

Exhibit A

EXPANSION AREA

All of the Plat of ABESS, according to the Plat thereof, as recorded in Plat Book 179, Page 29 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

AND

All of Plat of ABESS SOUTH, according to the Plat thereof, as recorded in Plat Book 179, Page 97 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

LIEN OF RECORD OF THE
BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT
(Expansion Area)

Notice is hereby given this ___________ day of ________, 2026 that the Biscayne Drive Estates Community Development District (the "District"), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the "Act"), enjoys a governmental lien of record on the property referred to as the Expansion Area, as described in Exhibit "A" attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes and assessments, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District's lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District's operating and maintenance expenses, and to pay the District's bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of **$____________** Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (Expansion Area Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
Phone: 954-721-8681

THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

BISCAYNE DRIVE ESTATES
COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

______________________________ By: ___________________________

Print name: ____________________ Teresa Baluja, Chairperson
Board of Supervisors

Address: 5505 Waterford District Drive
Miami, FL 33126

____

Print name: ____________________ ATTEST:

Address: 5505 Waterford District Drive
Miami, FL 33126 By: _________________________
Juliana Duque, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of _______________, 2026, by Teresa Baluja, the Chairperson of the Board of Supervisors of the Biscayne Drive Estates Community Development District, on behalf of the District. She is personally known to me or has produced _________________________________ as identification.

(SEAL)

____
Printed/Typed Name: _________________________
Notary Public-State of _________________________
Commission Number: _________________________

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of __________, 2026, by Juliana Duque, the Secretary of the Biscayne Drive Estates Community Development District, on behalf of the District. She is personally known to me or has produced _________________________________ as identification.

(SEAL)

____
Printed/Typed Name: _________________________
Notary Public-State of _________________________
Commission Number: _________________________

Exhibit "A"

LEGAL DESCRIPTION –EXPANSION AREA

All of the Plat of ABESS, according to the Plat thereof, as recorded in Plat Book 179, Page 29 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

AND

All of Plat of ABESS SOUTH, according to the Plat thereof, as recorded in Plat Book 179, Page 97 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

Prepared by and return to:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO EXPANSION AREA

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO EXPANSION AREA** (herein, the "Assignment") is made this _____ day of ________________, 2026, by **TPG AG EHC III (LEN) MULTI STATE 1, LLC**, A Delaware limited liability company authorized to do business in the State of Florida, whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167 (the "AG1 Landowner"), **TPG AG EHC III (LEN) MULTI STATE 6, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167 (the "AG6 Landowner," together with the AG1 Landowner and their respective successors, successors in title, and assigns, the "AG Landowner"), and **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (together with its successors, successors in title, and assigns, the "Developer," together with the AG Landowner, the "Assignor"), in favor of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351, located within unincorporated Miami-Dade County, Florida (the "County") (together with its successors, successors in title, and assigns, the "District" or "Assignee").

RECITALS

WHEREAS, the District proposes to issue its **$____________** Biscayne Drive Estates Community Development District Special Assessment Bonds, Series 2026 (2026 Project) (the "Series 2026 Bonds"), to finance certain public infrastructure which will provide special benefit to the platted residential lots (collectively, the "Lots" and individually, a "Lot") and lands within the herein defined Subject Property within the District, all contained within certain lands owned by Assignor and described in **Exhibit "A"** attached hereto (the "Subject Property"), which will be included in a portion of the residential project referred to as "________________" (the "Expansion Area Project"), located within the geographical boundaries of the District; and

WHEREAS, the Series 2026 Bonds are issued pursuant to a Master Trust Indenture dated as of October 1, 2022 and a Second Supplemental Trust Indenture dated as of _____________ 1, 2026, each between the District and U.S. Bank Trust Company, National

Association, as trustee, or a successor trustee approved by the District (the "Trustee"), as each may be supplemented and amended from time to time (collectively, the "Indenture"); and

WHEREAS, the security for the repayment of the Series 2026 Bonds is the special assessments levied against the assessable lands within the Subject Property within the District, including platted residential Lots therein (the "Series 2026 Special Assessments"); and

WHEREAS, the Series 2026 Special Assessments have been levied by the District against the assessable lands of the Subject Property within the District; and

WHEREAS, the AG1 Landowner and the AG6 Landowner, each established for the principal purpose of acquiring and holding real estate, are the primary landowners of the Subject Property, while and any remaining portions of the Subject Property are owned by the Developer or homebuyers, if any; and

WHEREAS, the Developer covenants that pursuant to the Construction Agreement, dated ______________, 202__ by and between the Developer and the AG1 Landowner and the Construction Agreement dated ___________________ 202__ ,by and between the Developer and the AG6 Landowner, the Developer has all necessary authority to develop the Subject Property, complete the Expansion Area Project, and enter into this Assignment with the District; and

WHEREAS, in the event of default in the payment of the Series 2026 Special Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the Series 2026 Special Assessments as more particularly set forth herein; and

WHEREAS, if the Series 2026 Special Assessments are direct billed, the sole remedy available to the District would be an action in foreclosure and if the Series 2026 Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the Series 2026 Special Assessments is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District or its designee exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the 2026 Expansion Area Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed (i) as fully-developed Lots conveyed to unaffiliated homebuilders or homebuyers, or (ii) with respect to any property which has been conveyed, or is in the future to be conveyed to the County, the State of Florida, the District, any utility provider, any other governmental or quasi-governmental entity, any applicable homeowners' or property owners' association or other governing entity or association, as may be required by applicable permits, plats, entitlements, or regulations affecting the District, if any, for the benefit of the capital infrastructure improvements 2026 Expansion Area Project to be financed in part with the Series 2026 Bonds (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the 2026 Expansion Area Project and shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the Series 2026 Special Assessments levied against the Subject Property owned by the Developer or the AG Landowner; provided, however, that such Assignment shall only be absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to any of the Development Rights; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Expansion Area Project; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Subject Property that is not a Prior Transfer, the successors-in-interest to the real property so conveyed by the Developer or the AG1 Landowner or AG6 Landowner shall be subject to this Assignment, which shall be recorded in the Official Records of Miami-Dade County, Florida.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collateral Assignment.**

(A) AG Landowner and Developer hereby collaterally assign to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by AG Landowner or the Developer, all of its development rights relating to the Expansion Area Project (herein the "Development Rights") as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2026 Special Assessments levied against the Subject Property while owned by the AG Landowner or the Developer. The Development Rights shall include the following as they pertain to the Expansion Area Project, but shall specifically exclude any such portion of the Development Rights which relate solely to the Lots or any property which has been conveyed by the AG Landowner or the Developer to any homebuyer, the County, the State of Florida, the District, any utility provider, any other homebuilder, any other governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Expansion Area Project, if any, or to homebuyer residents (the "Excluded Property"):

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners' or property owners' association covenants and documents.

(b) Engineering and construction plans and specifications for grading, open space and roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, re-use irrigation, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other improvements to the assessable property within the Subject Property (other than residential dwelling unit plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the 2026 Expansion Area Project and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of the Subject Property.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the 2026 Expansion Area Project or the construction of improvements on the Subject Property.

(g) Contracts and agreements with private utility providers to provide utility services to the Subject Property.

(h) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.

(i) Developer's and AG Landowner's rights as declarant under any recorded covenants, conditions and restrictions of any property owners or homeowners association with respect to the Subject Property.

(j) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights only upon the District's exercise of its rights hereunder upon a failure of Developer or AG Landowner to pay the Series 2026 Special Assessments levied against the portion of Subject Property owned by Developer or AG Landowner, failure of Developer or AG Landowner to satisfy a true-up obligation, a default or failure to perform under any of the instruments or documents entered into in connection with the issuance of the Series 2026 Bonds, including but not limited to, the Acquisition Agreement (Expansion Area) dated ________________, 2026, and the True-Up Agreement (Expansion Area) and Completion Agreement (Expansion Area) of equal date herewith, or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2026 Bonds in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units; (iii) transfer of any Development Rights to the County, the State of Florida, the

District, any utility provider, any other governmental or quasi-governmental entity; any homeowners' or property owners' association, but only to the extent of such transfer; or (iv) transfer of fully developed Lots which have been conveyed to unaffiliated homebuilders or residential homebuyers but only as to such Lots transferred, from time to time.

3. **Warranties by Assignor.** Each Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property, or in connection with securing a construction loan from an institutional lender to finance the development of the Expansion Area Project on the Subject Property, the Option Agreement dated _________________, 202___ between the Developer and the AG1 Landowner and the Option Agreement dated ________________, 202__ between the Developer and the AG6 Landowner, Assignor has made no assignment of the Development Rights to any other person.

(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a conveyance described in Section 2 relating to Excluded Property.

4. **Covenants.** Each Assignor covenants with Assignee that during the Term (as defined herein):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.

(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Series 2026 Bonds.

(d) Assignor shall pay the Series 2026 Special Assessments levied against the portions of the Subject Property owned by Assignor when due.

5. **Events of Default**. Any breach of either of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be greater than thirty (30) days unless Assignee, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Default**.

(a) Upon an Event of Default, or the transfer of title to Lots or other property owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Transfer"), Assignee may, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:

(i) Perform any and all obligations of Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(ii) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(iii) Further assign any and all of the Development Rights to a third party acquiring title to the Property so acquired or any portion thereof on the District's or the bondholders' behalf.

(b) Notwithstanding the foregoing, the Assignee acknowledges and agrees that it shall not use the proceeds of the Series 2026 Bonds on any improvements necessary to reach Development Completion other than the Improvements that are part of the Expansion Area Project. Improvements that are outside the scope of the Expansion Area Project, including those improvements that are not otherwise able to be funded or constructed by Assignee, may be funded or constructed by Assignee's designee.

(c) Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development Rights unless it chooses to do so in its sole discretion and is legally permitted to do so. Nor shall any provisions hereunder be construed to place liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development Rights.

7. **Authorization**. In the Event of Default or Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee or its designee upon written notice and request from Assignee. Any such performance in favor of Assignee or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor, but not a release of Assignor from any remaining obligations under this Assignment.

8. **Term and Termination**. In the event this Assignment does not become an absolute assignment and assumption of the Development Rights, this Assignment shall automatically terminate upon the earliest to occur of the following (the "Term"): (i) payment of

the Series 2026 Bonds, plus accrued interest in full; (ii) completion of the construction and sale of all Lots within the Subject Property to homebuyers; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer.

9. **Third Party Beneficiaries and Direction of Remedies Upon Default.** This Assignment shall inure to the benefit of U.S. Bank Trust Company, National Association, as Trustee for the Series 2026 Bonds (the "Trustee"), and the holders of the Series 2026 Bonds and such parties are hereby deemed third party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall have the right to direct the actions of the District and select the remedies in this Assignment. The term "Majority," as used herein, shall mean more than fifty (50%) percent. The District hereby agrees that it shall not take any material action under this Assignment that would have the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2026 Bonds without the prior written consent of the Trustee, acting at the direction and on behalf of the owners of a Majority of the Series 2026 Bonds then outstanding, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. **Amendment.** Except as provided in the next succeeding sentence and except with respect to a Partial Release of this Assignment or a Termination (each of which may be executed solely by Assignee), this Assignment may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Notwithstanding anything herein to the contrary, this Assignment may not be materially amended in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2026 Bonds without the written consent of the Trustee for the Series 2026 Bonds, acting at the direction of the Bondholders (as defined in the Indenture for the Series 2026 Bonds) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

11. **Notices.** All notices, requests, consents and other communications required or permitted under this Assignment shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Biscayne Drive Estates Community Development District
c/o Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a copy to:	Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Lennar Homes, LLC 5505 Waterford District Drive Miami, Florida 33126 Attn: Carlos Gonzalez, Vice President
With a copy to:	Holland & Knight LLP 515 East Las Olas Boulevard, Suite 1200 Fort Lauderdale, Florida 33301 Attention: Connor Holding, Esq.
AG1 Landowner:	TPG AG EHC III (LEN) Multi State 1, LLC c/o Angelo, Gordon & Co., L.P. 245 Park Avenue, 26th Floor New York, New York 10167 Attn: _________________
With a copy to:	Lewis, Longman & Walker, P.A. 360 South Rosemary Avenue, Suite 1100 West Palm Beach, Florida 33401 Attention: William Capko, Esq.
AG6 Landowner:	TPG AG EHC III (LEN) Multi State 6, LLC c/o Angelo, Gordon & Co., L.P. 245 Park Avenue, 26th Floor New York, New York 10167 Attn: _________________
With a copy to:	Lewis, Longman & Walker, P.A. 360 South Rosemary Avenue, Suite 1100 West Palm Beach, Florida 33401 Attention: William Capko, Esq.

Except as otherwise provided in this Assignment, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Assignment would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. **Miscellaneous**. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor (AG1 Landowner, AG6 Landowner and Developer) and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

AG1 LANDOWNER:

TPG AG EHC III (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent

By: ______________________________
Steven S. Benson, Authorized Signatory

_____ day of __________, 2026

Witnesses:

____

Print Name______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

____

Print Name______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

STATE OF ARIZONA }
COUNTY OF MARICOPA }

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of ___________, 2026, by Steven S. Benson, Authorized Signatory of **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent of **TPG AG EHC III (LEN) MULTI STATE 1, LLC**, a Delaware limited liability company, for and on behalf thereof, who is [___] personally known to me or [___] has produced ___________________ as evidence of identification..

____
Notary Public

(SEAL)

Name: __________________________
(type or print)

My Commission Expires:

AG6 LANDOWNER:

TPG AG EHC III (LEN) MULTI STATE 6, LLC, a Delaware limited liability company

By: **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent

Witnesses:

____

Print Name_______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

By: ______________________________
Steven S. Benson, Authorized Signatory

____

_____ day of __________, 2026

Print Name_______________________
Address 8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255

STATE OF ARIZONA }
COUNTY OF MARICOPA }

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of ___________, 2026, by Steven S. Benson, Authorized Signatory of **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent of **TPG AG EHC III (LEN) MULTI STATE 6, LLC**, a Delaware limited liability company, for and on behalf thereof, who is [___] personally known to me or [___] has produced ___________________ as evidence of identification..

____
Notary Public

(SEAL)

Name: ___________________________
(type or print)

My Commission Expires:

DEVELOPER:

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

____

By: ________________________________
Greg McPherson, Vice President

____
Print Name
Address: 5505 Waterford District Drive
Miami, FL 33126

____ day of ____________, 2026

____

____
Print Name
Address: 5505 Waterford District Drive
Miami, FL 33126

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of ___________, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He is personally known to me or has produced ___________________ as identification.

____
Notary Public
Commission:

ASSIGNEE:

WITNESSES:

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

____

Print Name:____________________
Address: 5505 Waterford District Drive
Miami, FL 33126

By:______________________________
Teresa Baluja, Chairperson
Board of Supervisors

Date: ____ of _____________, 2026

____

Print Name: ___________________
Address: 5505 Waterford District Drive
Miami, FL 33126

ATTEST:

____
Juliana Duque, Assistant Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of ____________, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, for and on behalf of the District. She is personally known to me or has produced ___________________ as identification.

NOTARY STAMP:

____
Signature of Notary Public

____
Printed Name of Notary Public

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of ______________, 2026, by Juliana Duque, as Assistant Secretary of the **BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, for and on behalf of the District. She is personally known to me or has produced ___________________ as identification.

NOTARY STAMP:

____
Signature of Notary Public

____
Printed Name of Notary Public

<u>EXHIBIT "A"</u>

DESCRIPTION OF SUBJECT PROPERTY
(Expansion Area)

All of the Plat of ABESS, according to the Plat thereof, as recorded in Plat Book 179, Page 29 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

AND

All of Plat of ABESS SOUTH, according to the Plat thereof, as recorded in Plat Book 179, Page 97 of the Public Records of Miami-Dade County, Florida.

Said lands situate within unincorporated Miami-Dade County, Florida.

September 9, 2026

Biscayne Drive Estates Community Development District
c/o Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Mr. Richard Hans

Re: Biscayne Drive Estates CDD, Series 2026 Bonds

Dear Mr. Flint:

We are writing to provide you, as the Biscayne Drive Estates Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)[1] (the “Notice”). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds”). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.

- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: ____________________
Name: Jon Kessler
Title: Executive Director

BISCAYNE DRIVE ESTATES COMMUNITY DEVELOPMENT DISTRICT

By: __________________________

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of FMSbonds, Inc. and attest that FMSbonds, Inc. does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FMSbonds, Inc.

By: ______________________
Print Name: ______________________
Print Title: ______________________

Theodore A. Swinarski
Senior Vice President-Trading
FMSbonds, Inc.

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 7 day of August, 2024, by Theodore Swinarski, as SVP-Trading of FMSbonds, Inc., a Florida corporation, who is personally known to me, or produced ______________________ as identification.

Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: Alison M. Beckler

My commission expires: 4-9-25

ALISON M. BECKLER
MY COMMISSION # HH 108261
EXPIRES: April 9, 2025
Bonded Thru Notary Public Underwriters

Memorandum

To: Board of Supervisors

From: District Management

Date: October 1st, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

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This final report is submitted in compliance with recent legislative requirements established by the Florida Legislature during its 2024 session to enhance accountability and transparency for all special districts.

District Management had identified the following focus areas with statutorily compliant goals for the Fiscal Year 2026:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

In addition, a standardized annual reporting form was created to serve both the goal-setting and yearly reporting statutory requirements.
The goals, objectives, performance measures, and standards discussed herein represent the adopted framework by the Board of Supervisors to maintain compliance with House Bill 7013 and demonstrate the District's ongoing commitment to transparency and public accountability.

This report details the accomplishments for the Fiscal Year 2026, confirming that all goals and objectives were met, outlines the performance measures and standards employed, and provides summaries of the District Engineer's yearly infrastructure condition assessment.

District Management recommends this report be accepted as the official and final Annual Report required under Florida Statutes Section 189.0694 and related provisions.

Juliana Duque
District Manager
GMS-SF

BISCAYNE DRIVE COMMUNITY DEVELOPMENT DISTRICT
2025-2026 REPORT – PERFORMANCE MEASURES AND STANDARDS

Exhibit A:

Goals, Objectives, and Annual Reporting Form

Juliana Duque
District Manager
GMS-SF

Biscayne Drive Community Development District
Performance Measures & Standards – Annual Report
Reporting Period: October 1, 2025 – September 30, 2026

---

1. **Community Communication and Engagement**

Goal 1.1: Public Meetings Compliance
The District satisfied statutory requirements by holding regular and special Board meetings as necessary during Fiscal Year 2026. Meetings that were not required were cancelled as appropriate.

Meetings were scheduled to take place at 10:30 a.m. at Lennar Homes, 5505 Waterford District Drive, Miami, Florida, on the third Friday of each month.

Meeting Dates:

- October 17, 2025 – Held
- November 21, 2025 – Cancelled
- December 19, 2025 – Cancelled
- January 16, 2026 – Cancelled
- February 20, 2026 – Cancelled
- March 20, 2026 – Held
- April 17, 2026 – Cancelled
- May 15, 2026 – Cancelled
- June 19, 2026 – Cancelled
- June 26, 2026 – Special Meeting Held
- July 17, 2026 – Cancelled
- August 6, 2026 – Special Meeting Held
- August 21, 2026 – Cancelled
- September 18, 2026 – Held

During Fiscal Year 2026, the District held meetings to conduct District business, consider financial and operational matters, oversee District infrastructure and maintenance responsibilities, and provide the public with access to Board deliberations.

Result: Standard achieved.

Goal 1.2: Notice of Meetings Compliance

All meetings held during the reporting period were properly noticed in accordance with applicable Florida law. Meeting notices, agendas, and supporting materials were made

Juliana Duque
District Manager
GMS-SF

available through the District's established public-notice and records procedures. Meetings that were not required were cancelled as appropriate.

Result: Standard achieved.

Goal 1.3: Access to Records Compliance

The District maintained procedures for the retention and availability of public records. Meeting agendas, minutes, resolutions, budget documents, assessment materials, financial reports, contracts, engineer reports, and other District records were maintained and made available in accordance with Florida public-records requirements.

The District also continued to maintain current public information through its website and established public-records procedures.

Result: Standard achieved.

---

2. **Infrastructure and Facilities Maintenance**

Goal 2.1: Field/District Management Site Inspections

District management conducted site inspections and coordinated with District vendors, the District Engineer, and other professionals regarding the operation, maintenance, repair, and condition of District-owned infrastructure and facilities.

The District owns completed land tracts, easements, and public infrastructure, including roads, drainage facilities, common open areas, mail-distribution facilities, landscape buffers, and related improvements. The District Engineer reported that these facilities were in good repair, working order, and condition, except for a stop sign that had been knocked down at the intersection of SW 290th Terrace and SW 169th Court.

Management will continue to monitor District facilities, coordinate necessary maintenance and repairs, and address operational issues as they arise.

Result: Standard achieved.

Juliana Duque
District Manager
GMS-SF

Goal 2.2: District Engineer Inspections

The District Engineer completed the annual infrastructure inspection and submitted the Yearly District Engineer's Report dated June 30, 2026, in accordance with the Master Trust Indenture requirements for the District's Special Assessment Bonds, Series 2022.

The Engineer's Report confirms that the District-owned land tracts, easements, roads, drainage improvements, common open areas, mail-distribution facilities, and landscape buffers have been completed and conveyed to the District. The report found the District's infrastructure to be in good repair, working order, and condition, subject to repair or replacement of the knocked-down stop sign at SW 290th Terrace and SW 169th Court.

The Engineer concluded that the proposed Fiscal Year 2026–2027 field-operations budget amounts are adequate to properly maintain, repair, and operate the public infrastructure for which the District is responsible.

Result: Standard achieved.

---

3. **Financial Transparency and Accountability**

Goal 3.1: Annual Budget Preparation

The District prepared, considered, adopted, and published its annual budget in accordance with applicable Florida law and District procedures.

The District Engineer reviewed the proposed Fiscal Year 2026–2027 field-operations budget and concluded that the proposed amounts are adequate for the proper maintenance, repair, and operation of District-owned public infrastructure.

The District will continue to evaluate operating costs, vendor contracts, maintenance needs, reserve requirements, insurance expenses, and future capital-replacement needs as part of its annual budget process.

Result: Standard achieved.

Goal 3.2: Financial Reports

The District maintained financial-reporting and recordkeeping procedures through the District's accounting and management functions. Financial records, budget documents, check registers, invoices, assessment information, audit reports, and other required public information were maintained in accordance with applicable law and District procedures.

The District's website and public-records procedures provide access to applicable financial and budget information.

Result: Standard achieved.

Goal 3.3: Annual Financial Audit
The District coordinated the completion, Board acceptance, filing, and publication of its annual independent financial audit in accordance with applicable Florida law and required reporting deadlines.

The District will continue to maintain financial records and supporting documentation to facilitate audit review and promote financial transparency and accountability.

Result: Standard achieved.

---

4. **Engineer's Annual Report Summary (2025)**

The Biscayne Drive Estates Community Development District Yearly District Engineer's Report, dated June 30, 2026, evaluated the condition, maintenance requirements, and anticipated future capital needs of the District's infrastructure.

The report confirms that District-owned land tracts and easements, together with the completed public infrastructure located within them, have been conveyed to the District for ownership and maintenance. District-owned improvements include roads, drainage facilities, common open areas, mail-distribution facilities, landscape buffers, and related improvements. The Engineer found these assets to be in good repair, working order, and condition, with the exception of a knocked-down stop sign at SW 290th Terrace and SW 169th Court.

The Engineer determined that the proposed Fiscal Year 2026–2027 field-operations budget includes adequate funding for the proper maintenance, repair, and operation of the District's existing public infrastructure.

The Engineer recommended that the District consider establishing a sinking fund to finance future pavement and pavement-marking replacement needs. The estimated pavement service life is 30 years. The report estimates an annual contribution of approximately $18,572 for future pavement milling and resurfacing and approximately $9,363 for future pavement markings and signing replacement.

Juliana Duque
District Manager
GMS-SF

The Engineer also recommended a five-year cyclical stormwater drainage-maintenance program. The program would provide for annual cleaning and inspection of approximately 20 percent of the drainage system so that the entire system is serviced over a five-year period. The system includes approximately 96 drainage structures and 8,440 linear feet of pipes. The proposed program includes structure cleaning, baffle detachment and replacement, pipe cleaning, and CCTV inspection, with an estimated total five-year cost of approximately $101,428.

The Engineer further reported that the District maintains general liability, hired and non-owned auto, employment-practices liability, and public-officials liability insurance coverage through Florida Insurance Alliance. The District budgeted sufficient funds for the estimated $5,732 insurance-policy renewal.

Result: Standard achieved.

Overall Determination

Biscayne Drive Estates Community Development District achieved its Performance Measures and Standards for Fiscal Year 2026. During the reporting period, the District held properly noticed Board meetings as necessary, maintained public-records and financial-recordkeeping procedures, conducted annual budget and financial-administration activities, and coordinated the maintenance and operation of District-owned public infrastructure.

The District Engineer confirmed that the District's roads, drainage facilities, common open areas, mail-distribution facilities, landscape buffers, and related District-owned improvements are generally in good repair, working order, and condition. The District will continue to address routine repairs, including the replacement or repair of the knocked-down stop sign, and will consider the Engineer's long-term recommendations regarding pavement reserves and the cyclical stormwater-maintenance program.

Chair/Vice Chair: ____________________________ Date: ________________
Print Name: _________________________________
Biscayne Drive Community Development District

District Manager: ____________________________ Date: ________________
Print Name: _________________________________
Biscayne Drive Community Development District

Juliana Duque
District Manager
GMS-SF

Memorandum

To: Biscayne Drive Estates Board of Supervisors

From: District Management

Date: September 18, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

---

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2027), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Biscayne Drive Estates Community Development District
Performance Measures/Standards &
Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of three board meetings were held during the Fiscal Year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.
Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management.
Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:____________________________ Date:________________
Print Name:_________________________________
Biscayne Drive Estates Community Development District

District Manager:____________________________ Date:________________
Print Name:_________________________________
Biscayne Drive Estates Community Development District

Biscayne Drive Estates
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2026
07/01/26 - 08/31/26

Date	*Check #'s*		*Amount*
07/01/26 - 07/31/26	233-238		$21,439.74
08/01/26 - 08/31/26	239-248		$19,125.18
	TOTAL	**$**	**40,564.92**

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/14/26	00003	6/30/26	199419	202606	310-51300-31500		*	3,532.83		
			JUN 26 - ATTORNEY FEES							
						BILLING COCHRAN, P.A.			3,532.83	000233
7/14/26	00009	7/14/26	07142026	202607	300-20700-10000		*	9,568.98		
			TRANSFER OF TAX RECEIPTS							
						BISCAYNE DRIVE ESTATES			9,568.98	000234
7/14/26	00019	7/14/26	18001071	202607	320-53800-43000		*	2,650.00		
			JUL 26-LIGHTING BUILD-OUT							
						FPL			2,650.00	000235
7/14/26	00004	7/01/26	60	202607	310-51300-34000		*	2,500.00		
			JUL 26 - MGMT FEES							
		7/01/26	60	202607	310-51300-35100		*	100.00		
			JUL 26 - COMPUTER TIME							
		7/01/26	60	202607	310-51300-31300		*	105.00		
			JUL 26 - DISSEMIATION							
		7/01/26	60	202607	310-51300-35101		*	100.00		
			JUL 26 - WEBSITE ADMIN							
						GMS-SO FLORIDA, LLC			2,805.00	000236
7/14/26	00015	7/01/26	47070126	202607	320-53800-46200		*	2,400.00		
			JUL 26 - LANDSCAPE MAINT							
						TONY'S NURSERY & GARDEN			2,400.00	000237
7/15/26	00018	7/02/26	JUN 26	202606	320-53800-43000		*	482.93		
			JUN 26 - ELECTRIC							
						CITY OF HOMESTEAD			482.93	000238
8/03/26	00015	8/01/26	47080126	202608	320-53800-46200		*	2,400.00		
			AUG 26 - LANDSCAPE MAINT							
						TONY'S NURSERY & GARDEN			2,400.00	000239
8/10/26	00020	7/30/26	5389	202607	320-53800-46000		*	450.00		
			RP LOOSE ST LGHT/RPL BOLT							
						ALL STAR ELECTRICAL SERVICES, INC.			450.00	000240
8/10/26	00008	7/29/26	9372	202607	310-51300-31100		*	2,800.00		
			2026 YEARLY ENG REPORT							
						ALVAREZ ENGINEERS, INC.			2,800.00	000241
8/10/26	00021	8/07/26	7474009	202608	320-53800-46000		*	1,158.00		
			CUST SIGNS/PVC POST/CAP							
						FCC CARPENTRY&GENERAL PAINTING LLC			1,158.00	000242

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/10/26	00004	8/01/26	61	202608	310-51300-34000		*	2,500.00		
			AUG 26 - MGMT FEES							
		8/01/26	61	202608	310-51300-35100		*	100.00		
			AUG 26 - COMPUTER TIME							
		8/01/26	61	202608	310-51300-31300		*	105.00		
			AUG 26 - DISSEMIATION							
		8/01/26	61	202608	310-51300-35101		*	100.00		
			AUG 26 - WEBSITE ADMIN							
						GMS-SO FLORIDA, LLC			2,805.00	000243
8/13/26	00003	7/31/26	199927	202607	310-51300-31500		*	1,980.00		
			JUL 26 - ATTORNEY FEES							
						BILLING COCHRAN, P.A.			1,980.00	000244
8/13/26	00018	8/04/26	JUL 26	202607	320-53800-43000		*	475.57		
			JUL 26 - ELECTRIC							
						CITY OF HOMESTEAD			475.57	000245
8/13/26	00017	6/30/26	IN157235	202606	310-51300-48000		*	795.91		
			LEGAL & PUBLIC NOTICES							
		6/30/26	IN157236	202606	310-51300-48000		*	3,378.51		
			LEGAL & PUBLIC NOTICES							
						MCCLATCHY COMPANY LLC			4,174.42	000246
8/18/26	00008	8/10/26	9430	202607	310-51300-31100		*	232.19		
			ENGINEER FEES THRU 7/31							
						ALVAREZ ENGINEERS, INC.			232.19	000247
8/18/26	00019	8/11/26	18001071	202608	320-53800-43000		*	2,650.00		
			AUG 26-LIGHTING BUILD-OUT							
						FPL			2,650.00	000248

TOTAL FOR BANK B 40,564.92

TOTAL FOR REGISTER 40,564.92

Biscayne Drive Estates

Community Development District

Unaudited Financial Reporting

August 31, 2026

Table of Contents

Biscayne Drive Estates
Community Development District
Combined Balance Sheet
August 31, 2026

		General Fund		*Debt Service Fund*		*Capital Project Fund*		*Totals Governmental Funds*
Assets:								
Cash:								
Operating Account	$	1,410	$	-	$	-	$	1,410
Investments:								
State Board Administration		153,861		-		-		153,861
Series 2022								-
Reserve		-		136,128		-		136,128
Revenue		-		145,654		-		145,654
Prepayment		-		789		-		789
Acq & Construction		-		-		39,547		39,547
Total Assets	**$**	**155,271**	**$**	**282,571**	**$**	**39,547**	**$**	**477,390**
Liabilities:								
Accounts Payable	$	-	$	-	$	-	$	-
Total Liabilites	**$**	**-**	**$**	**-**	**$**	**-**	**$**	**-**
Fund Balance:								
Restricted for:								
Debt Service	$	-	$	282,571	$	-	$	282,571
Capital Project						39,547		39,547
Unassigned		155,271		-		-		155,271
Total Fund Balances	**$**	**155,271**	**$**	**282,571**	**$**	**39,547**	**$**	**477,390**
Total Liabilities & Fund Balance	$	155,271	$	282,571	$	39,547	$	477,390

Biscayne Drive Estates

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	$ 100,935	$ 100,935	$ 101,526	$ 590
Interest Income	6,000	6,000	6,833	833
Devloper Contributions	31,200	31,200	31,666	466
Total Revenues	**$ 138,135**	**$ 138,135**	**$140,025**	**$ 1,889**
Expenditures:				
General & Administrative:				
Engineering	$ 5,000	$ 4,583	$ 3,718	$ 865
Attorney Fees	12,000	12,000	13,623	(1,623)
Annual Audit	5,500	5,500	5,500	-
Assessment Roll	2,000	2,000	2,000	-
Arbitrage Rebate	1,200	1,100	-	1,100
Dissemination Agent	1,260	1,155	1,155	-
Trustee Fees	4,500	4,445	4,445	-
Management Fees	30,000	27,500	27,500	-
Computer Time	1,200	1,100	1,100	-
Website Maintenance	1,200	1,100	1,100	-
Postage & Delivery	200	183	5	178
Insurance General Liability	6,600	5,732	5,732	-
Printing & Binding	200	183	7	176
Legal Advertising	2,500	2,500	7,609	(5,109)
Other Current Charges	300	300	804	(504)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	**$ 73,835**	**$ 69,557**	**$ 74,474**	**$ (4,917)**
Operations & Maintenance				
Field Expenditures				
Electric - Street Lighting (80 poles)	$ 36,000	$ 33,000	$ 33,876	$ (876)
Repairs and Maintenance	2,500	2,292	1,608	684
Landscape Maintenance	31,200	28,600	26,400	2,200
Drainage Clean Up	3,360	3,080	-	3,080
Subtotal Field Expenditures	**$ 73,060**	**$ 66,972**	**$ 61,884**	**$ 5,088**
Total Expenditures	**$ 146,895**	**$ 136,528**	**$ 136,357**	**$ 171**
Excess (Deficiency) of Revenues over Expenditures	$ (8,760)	$ 1,607	$ 3,668	$ 2,061
Net Change in Fund Balance	**$ (8,760)**	**$ 1,607**	**$ 3,668**	**$ 2,061**
Fund Balance - Beginning	$ 8,760		$ 151,603	
Fund Balance - Ending	$ -		$ 155,271	

Biscayne Drive Estates

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Special Assessments	$ 272,287	$ 272,287	$ 273,770	$ 1,483
Interest Income	8,000	8,000	11,629	3,629
Total Revenues	**$ 280,287**	**$ 280,287**	**$ 285,399**	**$ 5,113**
Expenditures:				
Interest Expense - 12/15	$ 106,081	$ 106,081	$ 106,081	$ -
Principal Expense - 06/15	60,000	60,000	60,000	-
Interest Expense - 06/15	106,081	106,081	106,081	-
Total Expenditures	**$ 272,163**	**$ 272,163**	**$ 272,163**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 8,124	$ 8,124	$ 13,237	$ 5,113
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ (4,516)	$ (4,516)
Total Other Financing Sources/(Uses)	$ -	$ -	$ (4,516)	$ (4,516)
Net Change in Fund Balance	**$ 8,124**	**$ 8,124**	**$ 8,721**	**$ 597**
Fund Balance - Beginning	$ 138,456		$ 273,851	
Fund Balance - Ending	$ 146,580		$ 282,571	

Biscayne Drive Estates

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues				
Interest Income	$ -	$ -	$ 1,207	$ 1,207
Total Revenues	**$ -**	**$ -**	**$ 1,207**	**$ 1,207**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	**$ -**	**$ -**	**$ 1,207**	**$ 1,207**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ 4,516	$ 4,516
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ 4,516**	**$ 4,516**
Net Change in Fund Balance	**$ -**		**$ 5,723**	**$ 5,723**
Fund Balance - Beginning			$ 33,824	
Fund Balance - Ending	$ -		$ 39,547	

Biscayne Drive Estates

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - On Roll	$ -	$ 10,114	$ 81,602	$ 1,736	$ 2,100	$ 1,414	$ 1,013	$ -	$ 3,547	$ -	$ -	$ -	$ 101,526
Interest Income	600	551	636	755	675	697	634	626	576	562	522	-	6,833
Devloper Contributions	31,666	-	-	-	-	-	-	-	-	-	-	-	31,666
Total Revenue	**$ 32,266**	**$ 10,665**	**$ 82,237**	**$ 2,491**	**$ 2,775**	**$ 2,111**	**$ 1,647**	**$ 626**	**$ 4,123**	**$ 562**	**$ 522**	**$ -**	**$ 140,025**
Expenditures:													
General & Administrative:													
Engineering	$ -	$ -	$ -	$ -	$ 53	$ 53	$ -	$ 581	$ -	$ 2,800	$ 232	$ -	$ 3,718
Attorney Fees	2,400	960	500	1,290	750	1,050	660	500	3,533	1,980	-	-	13,623
Annual Audit	-	-	5,500	-	-	-	-	-	-	-	-	-	5,500
Assessment Roll	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	105	105	105	105	105	105	105	105	105	105	105	-	1,155
Trustee Fees	-	4,445	-	-	-	-	-	-	-	-	-	-	4,445
Management Fees	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	27,500
Computer Time	100	100	100	100	100	100	100	100	100	100	100	-	1,100
Website Maintenance	100	100	100	100	100	100	100	100	100	100	100	-	1,100
Postage & Delivery	-	-	5	-	-	-	-	-	-	-	-	-	5
Insurance General Liability	5,732	-	-	-	-	-	-	-	-	-	-	-	5,732
Printing & Binding	-	-	7	-	-	-	-	-	-	-	-	-	7
Legal Advertising	320	-	1,599	-	1,516	-	-	-	4,174	-	-	-	7,609
Other Current Charges	76	73	59	32	61	60	91	122	94	62	74	-	804
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	**$ 13,508**	**$ 8,283**	**$ 10,475**	**$ 4,127**	**$ 5,185**	**$ 3,968**	**$ 3,556**	**$ 4,008**	**$ 10,606**	**$ 7,647**	**$ 3,111**	**$ -**	**$ 74,474**
Operations & Maintenance													
Field Expenditures													
Electric - Street Lighting (80 poles)	$ 3,098	$ 3,116	$ 3,191	$ 3,136	$ 3,141	$ 3,102	$ 3,097	$ 3,085	$ 3,133	$ 2,650	$ 3,126	$ -	$ 33,876
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	450	1,158	-	1,608
Landscape Maintenance	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	-	26,400
Drainage Clean Up	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Field Expenditures	**$ 5,498**	**$ 5,516**	**$ 5,591**	**$ 5,536**	**$ 5,541**	**$ 5,502**	**$ 5,497**	**$ 5,485**	**$ 5,533**	**$ 5,500**	**$ 6,684**	**$ -**	**$ 61,884**
Total Expenditures	**$ 19,006**	**$ 13,799**	**$ 16,066**	**$ 9,663**	**$ 10,726**	**$ 9,470**	**$ 9,053**	**$ 9,493**	**$ 16,139**	**$ 13,147**	**$ 9,794**	**$ -**	**$ 136,357**
Net Change in Fund Balance	**$ 13,260**	**$ (3,134)**	**$ 66,171**	**$ (7,172)**	**$ (7,951)**	**$ (7,359)**	**$ (7,406)**	**$ (8,866)**	**$ (12,016)**	**$ (12,586)**	**$ (9,273)**	**$ -**	**$ 3,668**

Biscayne Drive Estates

Community Development District

Long Term Debt Report Series 2022

Special Assessment Bonds, Series 2022		
Original Issue Amount:		$3,820,000.00
Term 1:	$415,000.00	
Interest Rate:	5.00%	
Maturity Date:	June 15, 2029	
Interest Rate:	5.75%	
Maturity Date:	June 15, 2042	
Term 3:	$2,050,000.00	
Interest Rate:	6.00%	
Maturity Date:	June 15, 2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$136,128.13	
Reserve Fund Balance	$136,128.13	
Bonds Outstanding - 10/30/2022		$3,820,000
Less: Principal Payment - 6/15/23		($50,000)
Less: Principal Payment - 6/15/24		($55,000)
Less: Principal Payment - 6/15/25		($55,000)
Less: Principal Payment - 6/15/26		($60,000)
Current Bonds Outstanding		**$3,600,000**

Biscayne Drive Estates

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts - Miami-Dade County

Fiscal Year 2026

	O&M Portion	2022 Debt Service	Total
Gross Assessments	$ 106,247.72	$ 286,617.66	$ 392,865.38
Net Assessments	$ 100,935.33	$ 272,286.78	$ 369,293.46
	ON ROLL ASSESSMENTS		
allocation in %	27.04%	72.96%	100.00%

Date	*Distribution*	*Gross Amount*	*Discoumt/ Penalty*	*Commission*	*Interest*	*Net Receipts*	*O&M Portion*	*2022 Debt Service*	*Total*
11/12/25	10/01/25 - 10/31/25	2,667.67	106.71	25.61	-	2,535.35	685.67	1,849.68	2,535.35
11/17/25	11/01/25 - 11/10/25	8,720.90	348.85	83.73	-	8,288.32	2,241.52	6,046.80	8,288.32
11/25/25	06/01/25 - 10/31/25	6,706.63	352.10	63.55	-	6,290.98	1,701.35	4,589.63	6,290.98
11/28/25	11/11/25 - 11/20/25	21,341.36	853.68	204.87	-	20,282.81	5,485.35	14,797.46	20,282.81
12/05/25	11/21/25 - 11/30/25	309,449.72	12,378.33	2,970.72	-	294,100.67	79,537.49	214,563.18	294,100.67
12/19/25	12/01/25 - 12/15/25	8,003.01	293.44	77.10	-	7,632.47	2,064.15	5,568.32	7,632.47
01/07/26	12/16/25 - 12/30/25	6,299.04	188.97	61.09	-	6,048.98	1,635.90	4,413.08	6,048.98
01/22/26	Interest	-	-	-	370.95	370.95	100.32	270.63	370.95
02/05/26	01/01/26 - 01/31/26	8,003.01	160.05	78.43	-	7,764.53	2,099.86	5,664.67	7,764.53
03/07/26	02/01/26 - 02/28/26	5,335.34	52.82	53.36	-	5,229.16	1,414.19	3,814.97	5,229.16
04/14/26	03/01/26 - 03/31/26	3,631.35	36.32	-	-	3,595.03	972.25	2,622.78	3,595.03
04/21/26	Interest	-	-	-	40.44	40.44	40.44	-	40.44
06/11/26	04/01/26 - 05/31/26	2,036.67	(61.10)	20.97	-	2,076.80	561.66	1,515.14	2,076.80
06/26/26	06/01/26 - 06/15/26	10,670.68	(480.19)	111.51	-	11,039.36	2,985.52	8,053.84	11,039.36
	TOTAL	**$ 392,865.38**	**$ 14,229.98**	**$ 3,750.94**	**$ 411.39**	**$ 375,295.85**	**$ 101,525.67**	**$ 273,770.18**	**$ 375,295.85**

100.00%	**Percent Collected**
$ -	**Gross Balance Remaining to Collect**