



Rizzetta & Company

Triple Creek Community Development District

**Board of Supervisors' Meeting
March 21, 2023**

**District Office:
2700 S. Falkenburg Rd. Suite 2745
Riverview, Florida 33578
813.533.2950**

www.triplecreekcdd.com

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

Rizzetta & Company, Inc. located at 2700 S. Falkenburg Rd. Suite 2745, Riverview, FL
33578.

District Board of Supervisors	Alex Garces Marc Carlton Shannon Lewis David Stafford Elizabeth Rosado	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Taylor Nielsen	Rizzetta & Company, Inc.
District Counsel	Lindsay Whelan	Kutak Rock Law
District Engineer	Kyle Thornton	Halff

All Cellular phones and pagers must be turned off during the meeting.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE 2700 S. FALKENBURG RD. SUITE 2745, RIVERVIEW, FLORIDA 33578

March 20, 2023

Board of Supervisors
Triple Creek Community
Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Triple Creek Community Development District will be held on **Tuesday, March 21, 2023 at 6:00 p.m.** at the Hammock Club, located at 13013 Boggy Creek Drive, Riverview, FL 33579. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. UPDATE ON DEVELOPER SIGNAGE** Tab 1
- 4. STAFF REPORTS**
 - A. Sitex Aquatics Report Tab 2
 - B. Landscape Inspection Report & Responses..... Tab 3
 - C. LMP Report
 - D. Amenity Manager Update Tab 4
 - E. District Counsel
 - F. District Engineer
 - G. District Manager
 1. Review of District Manager Report Tab 5
 2. Review of Financial Statement Tab 6
- 5. BUSINESS ITEMS**
 - A. Consideration of Club Applications..... Tab 7
 - B. Village O Bonds
 - i. Consideration of Preliminary Supplemental Engineer's Report Tab 8
 - ii. Consideration of Preliminary Supplemental Assessment Methodology Tab 9
 - iii. Consideration of Resolution 2023-06, Village O Delegated Award Tab 10
 - C. Consideration of Form of Ancillary Agreements
 - i. Acquisition Agreement Tab 11
 - ii. Completion Agreement Tab 12
 - iii. Collateral Assignment Agreement Tab 13
 - iv. True-up Agreement Tab 14
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on February 21, 2023..... Tab 15
 - B. Consideration of Operation and Maintenance Expenditures for February 2023..... Tab 16

7. **SUPERVISOR REQUESTS AND COMMENTS**
8. **DISCUSSION OF SECURITY MATTERS (CLOSED DOOR)**
9. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Very truly yours,

Taylor Nielsen

Taylor Nielsen
District Manager

Tab 1

triple creek

MASTER SITE PLAN



Wayfinding Sign 4



Model Sign 8



Wayfinding Sign 7



Wayfinding Sign 2



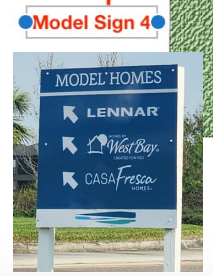
Wayfinding Sign 3



Wayfinding Sign 1



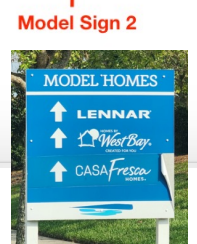
Model Sign 3



Model Sign 4



Model Sign 2



Model Sign 5



Wayfinding Sign 5



Model Sign 5



Wayfinding Sign 6



Model Sign 9



Wayfinding Sign 8

Remove Lennar blade

- CASA FRESCA HOMES
- LENNAR
- HOMES BY WESTBAY

There was a model sign here directing out of the round-a-about to Casa Fresca. It is missing. Would add back for Casa Fresca and Lennar

FUTURE DEVELOPMENT

LENNAR MODEL HOME

Model Sign 7
Add Lennar straight arrow

HAMMOCK CLUB AMENITY CENTER

WESTBAY MODEL HOME

CASA FRESCA MODEL HOMES

DAWSON ELEMENTARY SCHOOL

THE GODDARD SCHOOL



All maps, concept plans, floor plans and all other renderings and drawings, home and property specifications and prices, special offers and promotional incentives, and other data are furnished to provide general information about Triple Creek, and are subject to change without notice. The inclusion or presentation of this information does not constitute a representation or warranty, express or implied, by GreenPointe Communities, LLC, Triple Creek or any of their affiliates, and may not be relied upon by any person or entity.

Tab 2



MONTHLY REPORT

MARCH 1, 2023



TRIPLE CREEK

Inspection Date:

February 28, 2022

Prepared For:

Taylor Nielsen

Prepared By:

Devon Craig

Field Operations Manager

P: 941.201.7287

E: dcraig@sitexaquatics.com

SUMMARY:

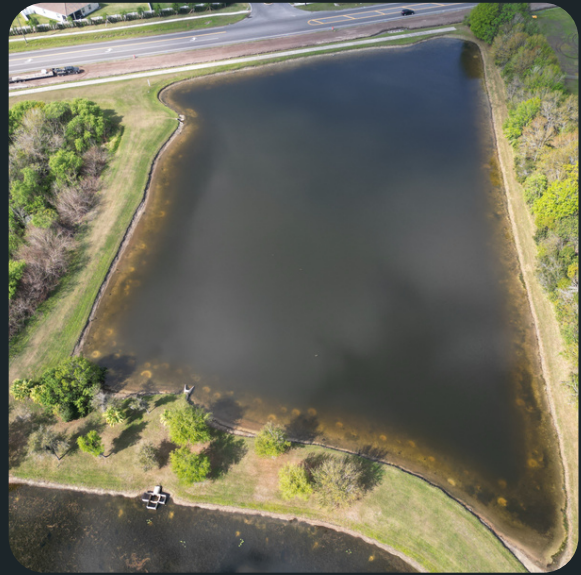
The cold months have left us and the dry months are here. This is typically the time of year we see the landscape company's fertilizing the grass and as this continues over the next month we will see an influx in Algae blooms. As we receive rain the fertilizer on the laws and pond banks will make its way into the water which will spike the nutrients levels in the ponds allowing the Algae to thrive. We are well aware of this situation and appreciate your patience as we work to stay ahead of this problem.

Pond 5c has had a major Algae bloom and will be on a bi-weekly treatment plan till it's under control. Once we've eradicated all Algae we will add pond dye to help prevent this situation from occurring again. Brazilian pepper treatments were successful.

TRIPLE CREEK CDD
TRIPLE CREEK BLVD
RIVERVIEW, FL 33579
47 PONDS
6/2022 Deborah Stafford



2B.



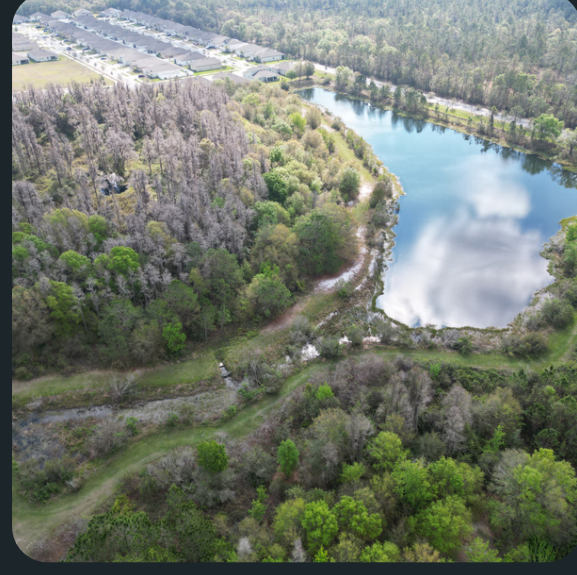
5B.



5A.



15A.



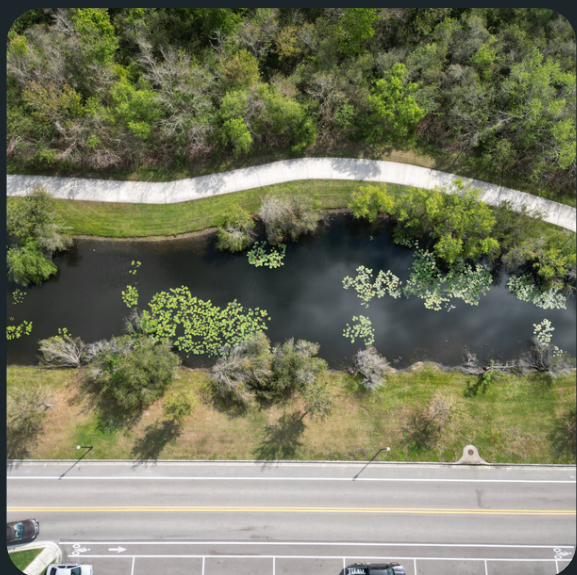
14A.



16B.



38C.



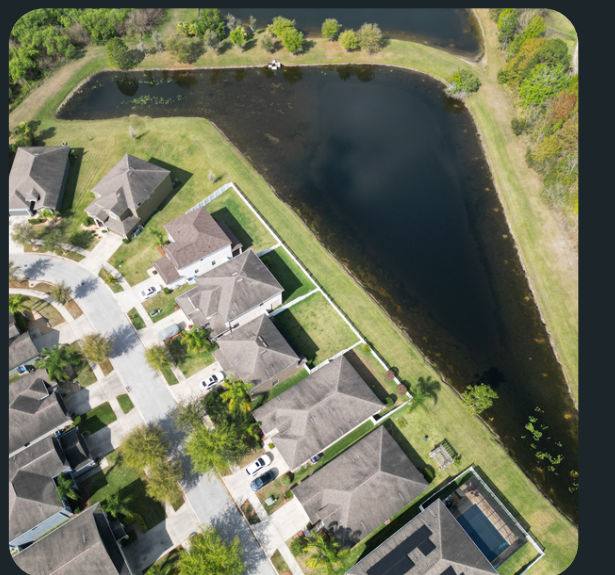
4A.



4C.



2A.



WCA38.



38K1.



4D.



38K2.



38I2.



POND TREATMENTS

2B: Was treated for shoreline vegetation.

5B: Was treated for Algae and shoreline vegetation.

5A: Was treated for shoreline vegetation.

15A: Was treated for shoreline vegetation.

14A: Was treated for Algae and shoreline vegetation.

16B: Was treated for Shoreline vegetation.

38C: Was treated for shoreline vegetation and Spike rush.

4A: Was treated for Algae and shoreline vegetation.

4C: Was treated for Algae and shoreline vegetation.

2A: Was treated for shoreline vegetation.

WCA38: Was treated for shoreline vegetation.

38K1: Was treated for Algae and shoreline vegetation.

4D: Was treated for Algae and shoreline vegetation.

POND TREATMENTS

38K2: Was treated for shoreline vegetation and Spike rush.

38I2: Was treated for Algae and shoreline vegetation.

Tab 3

TRIPLE CREEK

FIELD INSPECTION REPORT



March 2nd, 2023
Rizzetta & Company
John Fowler – Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, Streambed Dr, Triple Creek Blvd.

General Updates, Recent & Upcoming Maintenance Events

- ❑ Schedule rejuvenation cutbacks for flowering shrubs.
- ❑ LMP is currently on every other week mowing schedule. The contract does state that there are 52 visit even if there is no mowing event.
- ❑ Loropetalum and Crotons seem to be declining throughout the district. Please diagnose and treat these species.

The following are action items for LMP complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold and Underlined** is a BOS decision request.

1. LMP have been working on rejuvenation cutbacks on the Crepe Myrtles and Ornamental Grasses throughout the district. They have informed me flowering shrubs will be next on their rotation.
2. During this inspection, I was informed by LMP that mulch will be started to be installed the week of the 6th of March.
3. On Triple Creek Blvd. on the North ROW the Ornamental Grasses have been cutback. However, they need an occasional tip prune to remove dead seed heads off the top as needed.
4. **Inspect the irrigation on Night Jasmine Cove roundabout. It appears to be dry.**(Pic. 4)
5. Treat the grassy weeds in the bed on Night Jasmine Cove roundabout.
6. Remove small sucker growth on Oak Trees on Royal Pine Ave.
7. Treat the turf broad leaf and dollar weeds at the Streambed Park.
8. Raise the Oak canopy on Lake Monroe Pl. that is blocking a children playing sign at the Streambed park. (Pic. 8)



9. Rejuvenation pruning event needs to be scheduled for the Mexican Petunia by the gazebo at the Streambed park.
10. Treat the weeds in the tree beds on Streamsong ROW by the lift station.

Triple Creek Blvd, Dorado Shores

11. LMP has done a good job with the irrigation on Triple Creek Blvd. Last inspection there were multiple dry spots from the Dorado Shores Blvd. roundabout West to Balm Riverview Rd. The turf now appears to be thriving.

12. Diagnose and treat the declining Loropetalum on the North ROW of Triple Creek Blvd. from Balm Riverview Rd. to Dorado Shores roundabout. What can be done to improve their vigor and color.

13. Remove the sucker growth on the Hong Kong Orchid trees on both ROWs on Triple Creek Blvd.

14. Diagnose and treat the declining Viburnum on the West ROW of Blue Heeler Trail. Also, cut out and dispose of any diseased or dead material.

15. Diagnose and treat the Loropetalum at the parking lot of Bay Estuary Bend. (Pic. 15)



16. New annuals have been installed correctly and look like they are thriving.

17. The Jasmine Minima at the Dorado Shores Blvd. appear to have necrosis on the top leaves. Is this from the frost? Please have these pruned back.

18. Diagnose and treat the 'Mammy' Croton on the East ROW on Dorado Shores Blvd.

19. There is a dead palm on the North ROW of Dorado Shores Blvd. across the street from Nimble Minke Pl. (Pic. 19)



20. There is a tree that needs to be replanted that is leaning and has an exposed root ball on Satin Lily Dr. just North of Baby Belle Dr. (Pic. 20)



21. There are also a couple small trees on Baby Belle Dr. that need to be restraighten and straps tightened.

22. Diagnose and treat the Loropetalum on the walkthrough path on Orca Sound to Satin Lily. Please remove any diseased or dead material.

Wildflower Meadow, Satin Lily

23. There were a lot of Pine Trees installed behind the East houses between their property and the walk trail. LMP informed me they knew nothing about this install. Are they now responsible for the edging and weeding of these tree beds? (Pic. 23)



24. Noting in this report there is a truck parked on CDD property on Jeter Creek.

25. Trim off the seed heads on the Ornamental Grasses at the park of Wildflower Meadow Park and Satin Lily Dr.

26. Two dead hanging branches on trees that need removal at the park at Wildflower Meadow Park and Satin Lily Dr.

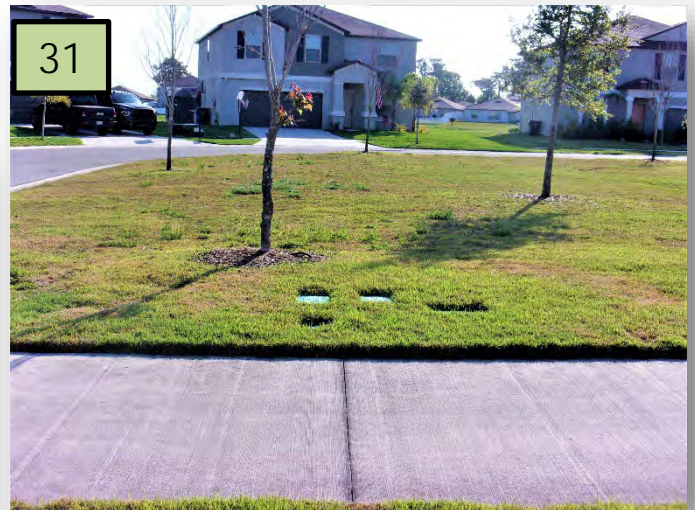
27. Treat the weeds starting to thrive in the beds at the park of Wildflower Meadow Park and Satin Lily Dr.

28. Majestic Garden Ln. park is starting to green up without irrigation most of the winter.

29. Need to stand and straighten a small Pine Tree on the South ROW of Majestic Garden Ln. by the walk path to the trail..

30. Raise the Oak canopy on the Southeast end of Wildflower Meadow Dr. at the park. It is approximately 6 feet from the ground.

31. Treat large broad leaf weeds in the turf at the Tidal Flats Loop park. (Pic. 31)



32. The plants and turf at Brisbane Pl. have responded well now that the pump has been fixed. These plants are now looking healthier.

33. Remove and replace a couple small dead Lilies on the Glendora Ridge roundabout.

34. Dead palm fronds that need removal on the ROW of Noelani Way.

35. Diagnose and treat the declining 'Mammy' Croton on the East ROW of Noelani Way.

36. Treat the turf weeds at the park on Fruitville Way and Pennybrook Dr.

37. Dead hanging palm fronds on the Washington Palms on Hammock Park Dr. that need to be removed between Wildflower Meadow Dr. and Fruitville Way.

38. Debris needs to be picked up at the park on Shumard Way and Boggy Creek Dr.

39. Purple Fountain Grass needs to be cutback on the North ROW on Scarlet Star Dr. across the street from Shumard Way. This is the only Ornamental grasses I've seen that needs a cutback.

Amenity Center, Boggy Creek North

40. Prune the Blue Daze back to allow for new growth and optimal flowering at the clubhouse.
41. There is a 2x4 leaning against an Oak tree in the parking lot of the clubhouse. Please secure properly to the staking system. (Pic. 41)



42. Diagnose and treat the declining 'Nora Grant' Ixora in the clubhouse parking lot.
43. Treat the weeds in the Boggy Creek and Triple Creek Trail roundabout.
44. Treat the weeds in the beds on Twin Bridges Dr. berm.
45. LMP have now serviced the ponds on Great Plains Dr. and will be maintaining moving forward.
46. Treat the weeds in the beds on Boggy Creek Dr. North of Triple Creek Blvd.
47. Stake down tree bubblers in the beds along Big Bend.

Proposals

1. LMP to provide a proposal to flush cut a dead palm on the North ROW of Dorado Shores Blvd. across the street from Nimble Minke Pl.



TRIPLE CREEK INSPECTION REPORT RESPONSE

Date Inspection Report Performed _____ 3.2.23 _____

Date LMP Received Report _____ 3.13.23 _____

LMP Response Date _____ 3.16.23 _____

- - Carry Overs

- - Completed

- - LMP Response

1. Correct. Will complete end of April to early March.
2. Correct.
3. We cut back the grasses twice a year. We will not be tipping them.
4. This was connected to a model home. When it was no longer a model, the system was capped off.

There is currently no irrigation. We will submit a proposal to track the system and to tap into the CDD water. The irrigation manager inspected, but we did not have the proper amount of time to submit the proposal for this report.

5. Started week of 3.13.23
6. Will complete by week of 3.20.23. However, it is ongoing.
7. Started week of 3.13.23.
8. Will complete by week of 3.27.23.
9. Will complete by week of 3.27.23.
10. Have been sprayed. However it is ongoing.

11. Noted

12. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas.

13. Will complete the week of 3.20.23

14. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas.

15. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of

pulling the soil and mulch back from the root ball areas.

16. Noted

17. Will complete week of 3.27.23

18. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas.

19. Will submit proposal. Did not have sufficient time to estimate for this report.

20. I will submit proposal to dig, replant, and re-stake tree. Did not have sufficient time to estimate for this report.

21. I will submit proposal. We did not discuss this in the inspection with John. Michael and I drove the area. We need a bit more clarification.

22. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas. I have submitted a proposal for removal and replacement of a more appropriate plant material.

23. Noted

24. Noted

25. We trim these twice a year. We will not be trimming the seed heads off at this time.

26. Completed

27. Started week of 3.13.23

28. Noted

29. Complete

30. Will complete week of 3.27.23

31. Started week of 3.13.23

32. Noted

33. Will submit a proposal for 30 Lily for this round-a-bout. Did not have sufficient time to submit.

34. Completed

35.Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas.

36.Property wide turf weed spray was started 3.13.23

37.Will complete when the next palm trimming is scheduled. Two palm trimming are scheduled per contract for trees above reach from ground.

38.Completed

39.Will complete by week of 3.20.23

40. Will complete week of 3.20.23
41. Will complete by week of 3.20.23
42. Plants were planted too deep and have soil and mulch suffocating them. We are in the process of pulling the soil and mulch back from the root ball areas.
43. They have been sprayed. This is ongoing.
44. Was completed 3.15.23. This is ongoing.
45. Noted.
46. Was completed 3.15.23. This is ongoing.
47. Will submit an estimate to shorten flex pipe and stake.

Tab 4



AMENITY MANAGER REPORT

Date of Meeting: Tuesday, March 21st, 2023

Submitted by: Steven Giovanniello

OPERATIONS:

- **Maintenance projects**
 - Streambed UPDATE (New furniture, deep clean, lights)
 - Splash Pad UPDATE
 - Pressure washing projects
 - HVAC/Preventative Maintenance UPDATE
 - Amenity Centers/Playground/Mulch UPDATE
 - LED Lights for Hammock Club/to replace chandeliers
 - Updated signage has been placed throughout the amenity areas
 - Increased trash and pet station inspections
 - Solicitation sign removal from community property
 - Paint touch-up projects
 - Order additional pet stations APPROVAL NEEDED
- Vending Machine UPDATE
- Business Center Guidelines UPDATE
- Pool Service/Maintenance Proposal UPDATE
- Vesta Site Inspection MAR 2023 UPDATE
- Welcome Packets for NEW residents UPDATE
- Online event booking for residents UPDATE
- HOA/CDD Informational Sessions
- Contacting triplecreekclub@gmail.com (amenity/community concerns, community events, amenity access, clubhouse rentals, maintenance requests)

NABR:

- NABR Registration UPDATE
- Door Hanger project COMPLETE

STAFFING:

- Angel S.- FT Maintenance Supervisor
- Andrew Ware- PT Maintenance/Grounds
- Steven Giovanniello- Full-time Amenity Manager
- Melinda Wilkins- PT Facility Attendant
- Pool Monitors/Facility Attendant UPDATE

EVENT UPDATE:

- 2023 Events for CDD, Social Club, and collaborations have been tentatively scheduled.
- Past Event UPDATE
- Easter Event UPDATE
- Pool Party Saturdays (Every other Saturday, starting June 3rd-Labor Day)

Tab 5



UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 18, 2023 @ 6:00pm, Budget workshop
May 2nd at 6pm.
- **Series 2012 Bonds Eligible for Refunding:** November 2032
- **Series 2017A Bonds Eligible for Refunding:** November 2030
- **Series 2018A Bonds Eligible for Refunding:** November 2031
- **Series 2019A Bonds Eligible for Refunding:** May 2029
- **Series 2021 Bonds Eligible for Refunding:** November 2031

District
Manager's
Report

March 21

2023

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<u>FINANCIAL SUMMARY</u>	<u>1/31/2023</u>
General Fund Cash & Investment Balance:	\$2,380,989
Reserve Fund Cash & Investment Balance:	\$794,341
Debt Service Fund Investment Balance:	\$5,006,360
Total Cash and Investment Balances:	\$8,181,690
General Fund Expense Variance: \$228,026 under budget	

Tab 6



Rizzetta & Company

Triple Creek Community Development District

**Financial Statements
(Unaudited)**

January 31, 2023

Prepared by: Rizzetta & Company, Inc.

triplecreekcdd.com
rizzetta.com

Triple Creek Community Development District

Balance Sheet

As of 01/31/2023

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	2,380,989	240,745	908,061	0	3,529,795	0	0
Investments	0	140,087	5,006,360	1,008,654	6,155,102	0	0
Accounts Receivable	408,311	0	473,572	484,312	1,366,194	0	0
Prepaid Expenses	2,166	0	0	0	2,167	0	0
Refundable Deposits	17,055	0	0	0	17,054	0	0
Due From Other	45	415,019	0	0	415,064	0	0
Fixed Assets	0	0	0	0	0	54,956,658	0
Amount Available in Debt Service	0	0	0	0	0	0	6,385,403
Amount To Be Provided Debt Service	0	0	0	0	0	0	38,132,225
Total Assets	2,808,566	795,851	6,387,993	1,492,966	11,485,376	54,956,658	44,517,628
Liabilities							
Accounts Payable	53,721	1,509	0	50,035	105,264	0	0
Retainage Payable	0	0	0	434,277	434,278	0	0
Due To Other	415,390	0	2,590	0	417,980	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	44,485,000
Lease Payable	0	0	0	0	0	0	32,628
Deposits Payable	6,050	0	0	0	6,050	0	0
Total Liabilities	475,161	1,509	2,590	484,312	963,572	0	44,517,628
Fund Equity & Other Credits							
Beginning Fund Balance	413,261	553,358	4,748,805	1,951,289	7,666,714	0	0
Investment In General Fixed Assets	0	0	0	0	0	54,956,658	0
Net Change in Fund Balance	1,920,144	240,983	1,636,598	(942,635)	2,855,089	0	0
Total Fund Equity & Other Credits	2,333,405	794,341	6,385,403	1,008,654	10,521,803	54,956,658	0
Total Liabilities & Fund Equity	2,808,566	795,851	6,387,993	1,492,966	11,485,376	54,956,658	44,517,628

See Notes to Unaudited Financial Statements

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Tax Roll	2,546,238	2,546,238	2,563,954	(17,716)
Off Roll	34,853	34,853	34,853	0
Other Misc. Revenues				
Facility Rentals	0	0	2,465	(2,465)
HOA Rental Revenue	0	0	373	(373)
Total Revenues	2,581,091	2,581,091	2,601,645	(20,554)
Expenditures				
Legislative				
Supervisor Fees	14,000	4,667	3,800	867
Total Legislative	14,000	4,667	3,800	867
Financial & Administrative				
Administrative Services	4,692	1,564	1,564	0
District Management	19,380	6,460	6,460	0
District Engineer	30,000	10,000	6,669	3,331
Disclosure Report	15,000	5,000	10,000	(5,000)
Trustees Fees	42,000	42,000	21,559	20,442
Assessment Roll	5,100	5,100	5,100	0
Financial & Revenue Collections	3,876	1,292	1,292	0
Accounting Services	17,519	5,839	5,840	0
Auditing Services	4,000	0	0	0
Arbitrage Rebate Calculation	1,800	600	450	150
Public Officials Liability Insurance	3,391	3,391	3,038	353
Legal Advertising	8,500	2,834	401	2,431
Miscellaneous Mailings	1,500	500	0	500
Bank Fees	1,500	500	180	320
Dues, Licenses & Fees	175	175	225	(50)
Website Hosting, Maintenance, Backup & Email	3,315	1,105	905	200
Total Financial & Administrative	161,748	86,360	63,683	22,677
Legal Counsel				
District Counsel	65,000	21,666	8,586	13,082
Total Legal Counsel	65,000	21,666	8,586	13,082
Security Operations				
Security Monitoring Services	12,000	4,000	4,000	0
Off Duty Deputy	20,000	6,667	0	6,666
Security System Maintenance & Repair	10,000	3,333	3,432	(98)

See Notes to Unaudited Financial Statements

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	01/31/2023	01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Security Operations	42,000	14,000	7,432	6,568
Electric Utility Services				
Utility Services	25,000	8,334	3,675	4,657
Utility - Recreation Facilities	40,000	13,333	9,021	4,313
Utility - Street Lights	325,000	108,333	82,432	25,901
Total Electric Utility Services	390,000	130,000	95,128	34,871
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	6,600	2,200	2,129	71
Total Garbage/Solid Waste Control Services	6,600	2,200	2,129	71
Water-Sewer Combination Services				
Utility Services	15,000	5,000	4,030	970
Total Water-Sewer Combination Services	15,000	5,000	4,030	970
Stormwater Control				
Aquatic Maintenance	59,340	19,780	19,800	(20)
Lake/Pond Bank Maintenance & Repair	15,000	5,000	4,200	800
Wetland Monitoring & Maintenance	12,000	4,000	0	4,000
Midge Fly Treatments	49,662	16,554	11,036	5,518
Total Stormwater Control	136,002	45,334	35,036	10,298
Other Physical Environment				
Property Insurance	20,348	20,348	18,716	1,632
General Liability Insurance	3,730	3,730	3,341	389
Entry & Walls Maintenance & Repair	2,500	834	0	834
Landscape Maintenance	780,000	260,000	295,661	(35,661)
Irrigation Maintenance & Repair	30,000	10,000	6,801	3,199
Landscape Replacement Plants, Shrubs, Trees	60,000	20,000	3,603	16,397
Landscape Inspection Services	9,600	3,200	3,200	0
Landscape - Annuals/Flowers	40,000	13,333	3,150	10,183
Fire Ant Treatment	25,000	8,333	0	8,333
Holiday Decorations	30,000	10,000	30,000	(20,000)
Landscape - Mulch	175,000	58,334	0	58,334
Pump Station	15,000	5,000	4,040	960
Total Other Physical Environment	1,191,178	413,112	368,512	44,600
Road & Street Facilities				
Sidewalk Maintenance & Repair	5,000	1,666	0	1,666
Total Road & Street Facilities	5,000	1,666	0	1,666
Parks & Recreation				

See Notes to Unaudited Financial Statements

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Management Contract	317,763	105,921	32,569	73,353
Telephone, Internet, Cable	7,500	2,500	2,552	(53)
Pool Permits	1,000	1,000	0	1,000
GEM Car Maintenance	2,000	667	556	111
Pest Control	7,400	2,467	1,832	635
Furniture Repair & Replacement	5,000	1,666	1,569	98
Facility Supplies	3,000	1,000	2,900	(1,900)
Facility A/C & Heating Maintenance & Repair	5,000	1,667	95	1,571
Pool Service Contract	30,600	10,200	10,750	(550)
Playground Equipment & Maintenance	2,500	833	0	834
Maintenance & Repairs	30,000	10,000	12,488	(2,489)
Clubhouse Janitorial Services	6,000	2,000	0	2,000
Computer Support, Maintenance & Repair	1,000	334	0	333
Pool Repair & Maintenance	5,000	1,666	243	1,425
Wildlife Management Services	16,800	5,600	5,600	0
Clubhouse Miscellaneous Expense	7,000	2,334	1,322	1,010
Trail/Bike Path Maintenance	3,000	1,000	0	1,000
Athletic Court/Field/Playground Maintenance & Repair	1,000	333	0	333
Dog Waste Station Supplies & Maintenance	17,000	5,667	0	5,667
Fitness Equipment Maintenance & Repair	8,000	2,666	2,568	99
Fitness Equipment Lease Payment	25,500	8,500	8,467	33
Office Supplies	5,000	1,667	2,970	(1,303)
Pedestrian Bridge/Boardwalk Maintenance	7,500	2,500	0	2,500
Total Parks & Recreation	514,563	172,188	86,481	85,707
Contingency				
Special Events	10,000	3,333	4,681	(1,348)
Miscellaneous Contingency	30,000	10,000	2,003	7,997
Total Contingency	40,000	13,333	6,684	6,649
Total Expenditures	2,581,091	909,526	681,501	228,026
Total Excess of Revenues Over(Under) Expenditures	0	1,671,565	1,920,144	(248,579)
Fund Balance, Beginning of Period	0	0	413,261	(413,261)
Total Fund Balance, End of Period	0	1,671,565	2,333,405	(661,840)

See Notes to Unaudited Financial Statements

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,747	(1,747)
Special Assessments				
Tax Roll	244,150	244,150	244,150	0
Total Revenues	<u>244,150</u>	<u>244,150</u>	<u>245,897</u>	<u>(1,747)</u>
Expenditures				
Contingency				
Capital Reserve	244,150	244,150	4,914	239,235
Total Contingency	244,150	244,150	4,914	239,235
Total Expenditures	<u>244,150</u>	<u>244,150</u>	<u>4,914</u>	<u>239,235</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>240,983</u>	<u>(240,983)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>553,358</u>	<u>(553,358)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>794,341</u>	<u>(794,341)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,489	(2,489)
Special Assessments				
Tax Roll	245,195	245,195	247,256	(2,061)
Total Revenues	<u>245,195</u>	<u>245,195</u>	<u>249,745</u>	<u>(4,550)</u>
Expenditures				
Debt Service				
Interest	185,195	185,195	91,090	94,104
Principal	60,000	60,000	60,000	0
Total Debt Service	<u>245,195</u>	<u>245,195</u>	<u>151,090</u>	<u>94,104</u>
Total Expenditures	<u>245,195</u>	<u>245,195</u>	<u>151,090</u>	<u>94,104</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>98,655</u>	<u>(98,655)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>329,237</u>	<u>(329,237)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>427,892</u>	<u>(427,892)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	01/31/2023	01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	8,590	(8,590)
Special Assessments				
Tax Roll	713,734	713,734	718,352	(4,618)
Total Revenues	<u>713,734</u>	<u>713,734</u>	<u>726,942</u>	<u>(13,208)</u>
Expenditures				
Debt Service				
Interest	548,734	548,734	268,647	280,087
Principal	165,000	165,000	175,000	(10,000)
Total Debt Service	<u>713,734</u>	<u>713,734</u>	<u>443,647</u>	<u>270,087</u>
Total Expenditures	<u>713,734</u>	<u>713,734</u>	<u>443,647</u>	<u>270,087</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>283,295</u>	<u>(283,295)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,174,262</u>	<u>(1,174,262)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,457,557</u>	<u>(1,457,557)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	5,092	(5,092)
Special Assessments				
Tax Roll	490,584	490,584	494,710	(4,126)
Total Revenues	<u>490,584</u>	<u>490,584</u>	<u>499,802</u>	<u>(9,218)</u>
Expenditures				
Debt Service				
Interest	355,584	355,584	175,805	179,779
Principal	135,000	135,000	140,000	(5,000)
Total Debt Service	<u>490,584</u>	<u>490,584</u>	<u>315,805</u>	<u>174,779</u>
Total Expenditures	<u>490,584</u>	<u>490,584</u>	<u>315,805</u>	<u>174,779</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>183,997</u>	<u>(183,997)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>717,376</u>	<u>(717,376)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>901,373</u>	<u>(901,373)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	01/31/2023	01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,887	(9,887)
Special Assessments				
Tax Roll	592,501	592,501	597,483	(4,982)
Off Roll	99,010	99,010	73,385	25,625
Prepayments	0	0	617,434	(617,433)
Total Revenues	<u>691,511</u>	<u>691,511</u>	<u>1,298,189</u>	<u>(606,677)</u>
Expenditures				
Debt Service				
Interest	521,511	521,511	259,472	262,039
Principal	170,000	170,000	225,000	(55,000)
Total Debt Service	<u>691,511</u>	<u>691,511</u>	<u>484,472</u>	<u>207,039</u>
Total Expenditures	<u>691,511</u>	<u>691,511</u>	<u>484,472</u>	<u>207,039</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>813,717</u>	<u>(813,717)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	54	(54)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>54</u>	<u>(54)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,435,663</u>	<u>(1,435,663)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>2,249,434</u>	<u>(2,249,434)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,585	(3,585)
Special Assessments				
Tax Roll	470,101	470,101	470,277	(177)
Total Revenues	470,101	470,101	473,862	(3,762)
Expenditures				
Debt Service				
Interest	290,101	290,101	144,875	145,226
Principal	180,000	180,000	180,000	0
Total Debt Service	470,101	470,101	324,875	145,226
Total Expenditures	470,101	470,101	324,875	145,226
Total Excess of Revenues Over(Under) Expenditures	0	0	148,987	(148,987)
Fund Balance, Beginning of Period	0	0	566,047	(566,047)
Total Fund Balance, End of Period	0	0	715,034	(715,034)

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	3,535	(3,535)
Special Assessments				
Off Roll	417,884	417,884	418,200	(315)
Total Revenues	<u>417,884</u>	<u>417,884</u>	<u>421,735</u>	<u>(3,850)</u>
Expenditures				
Debt Service				
Interest	232,884	232,884	128,457	104,428
Principal	185,000	185,000	185,000	0
Total Debt Service	<u>417,884</u>	<u>417,884</u>	<u>313,457</u>	<u>104,428</u>
Total Expenditures	<u>417,884</u>	<u>417,884</u>	<u>313,457</u>	<u>104,428</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>108,278</u>	<u>(108,278)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(385)	385
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(385)</u>	<u>385</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>526,220</u>	<u>(526,220)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>634,113</u>	<u>(634,113)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	55	(55)
Total Revenues	<u>0</u>	<u>0</u>	<u>55</u>	<u>(55)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>55</u>	<u>(55)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(55)	55
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(55)</u>	<u>55</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	11,030	(11,030)
Total Revenues	<u>0</u>	<u>0</u>	<u>11,030</u>	<u>(11,030)</u>
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	39,383	(39,384)
Total Other Physical Environment	0	0	39,383	(39,384)
Total Expenditures	<u>0</u>	<u>0</u>	<u>39,383</u>	<u>(39,384)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>(28,353)</u>	<u>28,353</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,035,362</u>	<u>(1,035,362)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,007,009</u>	<u>(1,007,009)</u>

Triple Creek Community Development District

Statement of Revenues and Expenditures

As of 01/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 01/31/2023	Year To Date 01/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	599	(599)
Contributions & Donations from Private Sources				
Developer Contributions	0	0	585,323	(585,323)
Total Revenues	<u>0</u>	<u>0</u>	<u>585,922</u>	<u>(585,922)</u>
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	1,500,589	(1,500,589)
Total Other Physical Environment	0	0	1,500,589	(1,500,589)
Total Expenditures	<u>0</u>	<u>0</u>	<u>1,500,589</u>	<u>(1,500,589)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>(914,667)</u>	<u>914,667</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	386	(386)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>386</u>	<u>(386)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>915,926</u>	<u>(915,926)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,645</u>	<u>(1,645)</u>

Triple Creek Community Development District
Investment Summary
January 31, 2023

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>January 31, 2023</u>
FLCLASS	Average Monthly Yield 3.1657%	\$ 140,087
Total Reserve Fund Investments		<u>\$ 140,087</u>
BNY Mellon Series 2012 Revenue	Federated Govt Oblig Tax MGD 636	\$ 268,418
BNY Mellon Series 2012 Reserve	Federated Govt Oblig Tax MGD 636	124,422
BNY Mellon Series 2012 Interest	Federated Govt Oblig Tax MGD 636	178
BNY Mellon Series 2012 Sinking Fund	Federated Govt Oblig Tax MGD 636	116
BNY Mellon Series 2017 Revenue A	Federated Govt Oblig Tax MGD 636	712,787
BNY Mellon Series 2017 Reserve A	Federated Govt Oblig Tax MGD 636	643,782
BNY Mellon Series 2017 Principal A	Federated Govt Oblig Tax MGD 636	7
BNY Mellon Series 2018 Revenue	Dreyfus Govt Sec CM Investor 610	460,061
BNY Mellon Series 2018 Reserve	Dreyfus Govt Sec CM Investor 610	371,194
BNY Mellon Series 2018 Interest	Dreyfus Govt Sec CM Investor 610	320
BNY Mellon Series 2018 Prepayment	Dreyfus Govt Sec CM Investor 610	9
BNY Mellon Series 2018 Sinking Fund	Dreyfus Govt Sec CM Investor 610	245
BNY Mellon Series 2018 General	Dreyfus Govt Sec CM Investor 610	1
BNY Mellon Series 2019 Revenue A	Dreyfus Govt Sec CM Investor 610	562,639
BNY Mellon Series 2019 Revenue B	Dreyfus Govt Sec CM Investor 610	19,766
BNY Mellon Series 2019 Reserve A	Dreyfus Govt Sec CM Investor 610	590,431
BNY Mellon Series 2019 Reserve B	Dreyfus Govt Sec CM Investor 610	136,256
BNY Mellon Series 2019 Interest A	Dreyfus Govt Sec CM Investor 610	384
BNY Mellon Series 2019 Interest B	Dreyfus Govt Sec CM Investor 610	105
BNY Mellon Series 2019 Prepayment B	Dreyfus Govt Sec CM Investor 610	247,993
BNY Mellon Series 2019 General A	Dreyfus Govt Sec CM Investor 610	1,083
BNY Mellon Series 2019 General B	Dreyfus Govt Sec CM Investor 610	1,854
BNY Mellon Series 2021 Revenue	Dreyfus Govt Sec CM Investor 610	412,767
BNY Mellon Series 2021 Reserve	Dreyfus Govt Sec CM Investor 610	235,038
BNY Mellon Series 2021 Interest	Dreyfus Govt Sec CM Investor 610	263
BNY Mellon Series 2021 Sinking Fund	Dreyfus Govt Sec CM Investor 610	327
BNY Mellon Series 2021B Revenue	Federated Govt Oblig Tax MGD INS 636	5,717
BNY Mellon Series 2021B Reserve	Federated Govt Oblig Tax MGD INS 636	209,575
BNY Mellon Series 2021B Interest	Federated Govt Oblig Tax MGD INS 636	262
BNY Mellon Series 2021B Sinking Fund	Federated Govt Oblig Tax MGD INS 636	360
Total Debt Service Fund Investments		<u>\$ 5,006,360</u>
BNY Mellon Series 2021 Construction	Federated Govt Oblig Tax MGD INS 636	\$ 1,007,009
BNY Mellon Series 2021B Construction	Federated Govt Oblig Tax MGD INS 636	1,645
Total Capital Projects Fund Investments		<u>\$ 1,008,654</u>

Triple Creek Community Development District
Summary A/R Ledger
From 01/01/2023 to 01/31/2023

Fund ID	Fund Name	Customer name	Document number	Date created	Balance Due	AR Account
535, 2816						
535-001	535 General Fund	Hillsborough County Tax Collector	AR00000320	10/1/2022	394,503.21	12110
535-001	535 General Fund	TC Venture I, LLC	AR00000422	10/1/2022	3,329.25	12109
535-001	535 General Fund	TC Venture I, LLC	AR00000424	10/1/2022	1,664.63	12109
535-001	535 General Fund	TC Venture I, LLC	AR00000423	10/1/2022	1,664.63	12109
535-001	535 General Fund	Lennar Homes LLC	AR00000434	10/1/2022	7,048.66	12109
535-001	535 General Fund	Triple Creek Homeowners Association, Inc.	AR00000751	1/31/2023	100.00	15100
Sum for 535, 2816					408,310.38	
535, 2824						
535-200	535 Debt Service Fund S2012	Hillsborough County Tax Collector	AR00000320	10/1/2022	34,665.48	12110
Sum for 535, 2824					34,665.48	
535, 2825						
535-201	535 Debt Service Fund S2017	Hillsborough County Tax Collector	AR00000320	10/1/2022	100,713.17	12110
Sum for 535, 2825					100,713.17	
535, 2826						
535-202	535 Debt Service Fund S2018	Hillsborough County Tax Collector	AR00000320	10/1/2022	69,358.39	12110
Sum for 535, 2826					69,358.39	
535, 2833						
535-203	535 Debt Service Fund S2019	Hillsborough County Tax Collector	AR00000320	10/1/2022	83,767.31	12110

See Notes to Unaudited Financial Statements

Triple Creek Community Development District
Summary A/R Ledger
From 01/01/2023 to 01/31/2023

Fund ID	Fund Name	Customer name	Document number	Date created	Balance Due	AR Account
535-203	535 Debt Service Fund S2019	Homes by Westbay, LLC	AR00000427	10/1/2022	6,670.73	12109
535-203	535 Debt Service Fund S2019	Homes by Westbay, LLC	AR00000430	10/1/2022	5,169.04	12109
535-203	535 Debt Service Fund S2019	Homes by Westbay, LLC	AR00000429	10/1/2022	2,215.32	12109
Sum for 535, 2833					97,822.40	
535, 2835						
535-205	535 Debt Service Fund S2021	Hillsborough County Tax Collector	AR00000320	10/1/2022	66,462.48	12110
Sum for 535, 2835					66,462.48	
535, 2838						
535-206	535 Debt Service Fund S2021B	Lennar Homes LLC	AR00000434	10/1/2022	104,550.00	12109
Sum for 535, 2838					104,550.00	
535, 2836						
535-306	535 Capital Projects Fund S2021B	TC Venture II, LLC	AR00000727	11/30/2022	342,914.77	11510
535-306	535 Capital Projects Fund S2021B	TC Venture II, LLC	AR00000739	11/30/2022	2,560.07	11510
535-306	535 Capital Projects Fund S2021B	TC Venture II, LLC	AR00000746	12/31/2022	87,320.35	11510
535-306	535 Capital Projects Fund S2021B	TC Venture II, LLC	AR00000796	1/31/2023	51,516.63	11510
Sum for 535, 2836					484,311.82	
Sum for 535					1,366,194.12	

**Triple Creek Community Development District
Summary A/P Ledger
From 01/1/2023 to 01/31/2023**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
535, 2816					
535 General Fund	01/01/2023	Aaron Intrater	8136715900	Music for Fall Festival 10/22	750.00
535 General Fund	01/25/2023	AMTEC	5814-01-23	Arbitrage Rebate Calculation S2017A & S2017B 01/23	450.00
535 General Fund	01/16/2023	Ballenger & Company, 23024 Inc.		Pump Station aintenance and WUP Reading 01/23	1,010.00
535 General Fund	01/23/2023	DirectTV	039594501 01/23	TV Services 01/23	66.93
535 General Fund	01/12/2023	FitRev, Inc.	27233	Smart Deluxe Delivery and Installment 01/23	1,159.49
535 General Fund	01/31/2023	Hillsborough County BOCC	8992542002 01/23	11920 Streambed Dr 01/23	206.88
535 General Fund	01/27/2023	Hillsborough County BOCC	5901186305 01/23	13013 BOGGY CREEK DR 01/23	413.83
535 General Fund	01/31/2023	Kutak Rock, LLP	3180350	General/Monthly Legal Services 01/23	2,669.90
535 General Fund	01/21/2023	Landscape Maintenance Professionals, Inc.	172991	Irrigation Repairs 01/23	315.00
535 General Fund	01/13/2023	Landscape Maintenance Professionals, Inc.	172905	Tree Removal 01/23	2,047.50
535 General Fund	01/28/2023	Landscape Maintenance Professionals, Inc.	173305	Irrigation Repairs 01/23	261.46
535 General Fund	01/12/2023	Landscape Maintenance Professionals, Inc.	172894	Transducer 01/23	858.72
535 General Fund	01/31/2023	Landscape Maintenance Professionals, Inc.	173350	Tree Replacement 01/23	2,070.00
535 General Fund	01/20/2023	Landscape Maintenance Professionals, Inc.	172976	Irrigation Repairs 01/23	140.00
535 General Fund	01/30/2023	Landscape Maintenance Professionals, Inc.	173320	Sod Replacement-Homeowner Pool 01/23	920.00
535 General Fund	01/20/2023	Landscape Maintenance Professionals, Inc.	172977	Irrigation Repairs 01/23	240.00
535 General Fund	01/06/2023	Landscape Maintenance Professionals, Inc.	172807	Vegetative removal/cleanup 01/23	1,620.00
535 General Fund	01/13/2023	Landscape Maintenance Professionals, Inc.	172903	Sod Replacement 01/23	190.00
535 General Fund	01/12/2023	Landscape Maintenance Professionals, Inc.	172895	Install Rainbird Sensor and Sensor Replacement 01/23	280.00
535 General Fund	01/27/2023	Nvirotect Pest Control Service, Inc.	284867	Pest Control 01/23	195.00
535 General Fund	01/01/2023	Owens Electric, Inc.	20227708	Service Call 02/23	469.00
535 General Fund	01/23/2023	Protegis Fire & Safety	12500314	Inspection Job 01/23	158.50
535 General Fund	01/13/2023	Securiteam, Inc.	16363	Key Fobs 01/23	1,427.00
535 General Fund	01/01/2023	Suncoast Pool Service, Inc.	8965	Pool Service - Hammock Club 01/23	2,100.00
535 General Fund	01/06/2023	Suncoast Pool Service, Inc.	8964	Pool Service 01/23	1,000.00
535 General Fund	01/27/2023	Sunset Park Title Company LLC	012722 Sunset	Bond Payoff Overpayment 01/22	45.00
535 General Fund	12/31/2022	TECO	TECO Summary 12-22	Electric Summary 12/22	2,851.40
535 General Fund	12/31/2022	TECO	TECO Summary 12-22	Electric Summary 12/22	28,850.01
535 General Fund	12/31/2022	TECO	TECO Summary 12-22	Electric Summary 12/22	954.91
Sum for 535, 2816					53,720.53

**Triple Creek Community Development District
Summary A/P Ledger
From 01/1/2023 to 01/31/2023**

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
535, 2822	535 Reserve Fund	01/13/2023	Landscape Maintenance Professionals, Inc.	172904	Sod & Soil Replacement 01/23	1,509.25
	Sum for 535, 2822					1,509.25
535, 2836	535 Capital Projects Fund S2021B	01/31/2023	Halff Associates, Inc	CUS 21-OQR Halff	CUS 20-21 OQR S2021B	17,952.36
	535 Capital Projects Fund S2021B	01/31/2023	Halff Associates, Inc	CUS 20-OQR Halff	CUS 20-21 OQR S2021B	32,082.27
	Sum for 535, 2836					50,034.63
	Sum for 535					105,264.41
	Sum Total					105,264.41

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021**

Construction Account Activity Through January 31, 2023

Inflows:	Debt Proceeds	\$	7,954,372.00
	Underwriter's Discount		168,700.00
			Total Inflows: 8,123,072.00
	Interest Earnings		16,016.40
	Transfer from S2017B Trust Accounts		852,847.30
			Total Inflows: \$ 8,991,935.70

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 01/31/23
01/31/21	COI	Hopping Green & Sams	\$ (45,000.00)	Cleared
01/31/21	COI	Gray Robinson	(45,000.00)	Cleared
01/31/21	COI	Feldman & Mahoney	(10,000.00)	Cleared
01/31/21	COI	Rizzetta & Company	(20,000.00)	Cleared
01/31/21	COI	BNY Mellon	(7,500.00)	Cleared
03/31/21	COI	Akerman LLP	(40,000.00)	Cleared
03/31/21	COI	Imagemaster	(1,750.00)	Cleared
03/31/21	COI	Scarola Associates	(5,000.00)	Cleared
		Total COI Expenses:	(174,250.00)	
2/18/2021	1-NP	Genesis Halff	(15,246.50)	Cleared
2/18/2021	2-NP	The Kearney Companies, LLC	(159,377.70)	Cleared
3/23/2021	3-NP	Genesis Halff	(6,419.38)	Cleared
3/23/2021	4-NP	Hopping Green & Sams	(3,001.50)	Cleared
3/23/2021	5-NP	The Kearney Companies, LLC	(477,681.28)	Cleared
3/23/2021	6-NP	Scarola Associates	(2,029.48)	Cleared
4/15/2021	7-NP	Atlantic TNG	(16,563.00)	Cleared
4/15/2021	8-NP	Genesis Halff	(1,500.00)	Cleared
4/15/2021	9-NP	The Kearney Companies, LLC	(1,037,266.93)	Cleared
4/27/2021	10-NP	Halff Associates, Inc.	(2,083.75)	Cleared
4/27/2021	11-NP	Hopping Green & Sams	(604.00)	Cleared
5/19/2021	12-NP	Atlantic TNG	(91,018.00)	Cleared
5/19/2021	13-NP	Core and Main	(184,002.90)	Cleared
5/19/2021	14-NP	Ferguson Waterworks	(237,232.50)	Cleared
5/19/2021	15-NP	Halff Associates, Inc.	(5,299.06)	Cleared
5/19/2021	16-NP	The Kearney Companies, LLC	(144,082.00)	Cleared
5/19/2021	17-NP	The Kearney Companies, LLC	(683,833.80)	Cleared
5/7/2021	18-NP	The Kearney Companies, LLC	(202,929.90)	Cleared
6/23/2021	19-NP	Atlantic TNG	(60,589.00)	Cleared
6/23/2021	20-NP	Core and Main	(27,751.54)	Cleared
6/23/2021	21-NP	Ferguson Waterworks	(99,634.00)	Cleared
6/23/2021	22-NP	Florida Soil Cement Co., LLC	(270,393.16)	Cleared
6/23/2021	23-NP	Halff Associates, Inc.	(1,859.70)	Cleared

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021**

Construction Account Activity Through January 31, 2023

6/23/2021	24-NP	Hopping Green & Sams	(322.00)	Cleared
6/23/2021	25-NP	The Kearney Companies, LLC	(739,560.76)	Cleared
6/23/2021	26-NP	Landscape Maintenance Professionals, Inc.	(64,766.00)	Cleared
8/9/2021	27-NP	Atlantic TNG	(22,810.00)	Cleared
8/9/2021	28-NP	Core and Main	(4,013.50)	Cleared
8/9/2021	29-NP	Ferguson Waterworks	(91,738.98)	Cleared
8/9/2021	30-NP	Florida Soil Cement Co., LLC	(19,495.70)	Cleared
8/9/2021	31-NP	Halff Associates, Inc.	(16,377.48)	Cleared
8/9/2021	32-NP	Hopping Green & Sams	(585.00)	Cleared
8/9/2021	33-NP	The Kearney Companies, LLC	(145,207.11)	Cleared
8/9/2021	34-NP	The Kearney Companies, LLC	(538,168.48)	Cleared
8/9/2021	35-NP	The Kearney Companies, LLC	(366,453.26)	Cleared
8/9/2021	36-NP	Landscape Maintenance Professionals, Inc.	(13,267.91)	Cleared
9/27/2021	37-NP	Atlantic TNG	(524.00)	Cleared
9/27/2021	38-NP	Ferguson Waterworks	(11,346.93)	Cleared
9/27/2021	39-NP	Florida Soil Cement Co., LLC	(20,232.10)	Cleared
9/27/2021	40-NP	Halff Associates, Inc.	(7,238.33)	Cleared
9/27/2021	41-NP	Hopping Green & Sams	(56.00)	Cleared
9/27/2021	42-NP	The Kearney Companies, LLC	(167,624.03)	Cleared
9/27/2021	43-NP	Landscape Maintenance Professionals, Inc.	(42,895.40)	Cleared
10/29/2021	44-NP	Halff Associates, Inc.	(2,981.54)	Cleared
10/29/2021	45-NP	The Kearney Companies, LLC	(231,664.79)	Cleared
10/31/2021	46-NP	Florida Soil Cement Co., LLC	(32,949.69)	Cleared
10/31/2021	47-NP	Halff Associates, Inc.	(21,196.73)	Cleared
10/31/2021	48-NP	The Kearney Companies, LLC	(18,681.30)	Cleared
2/28/2022	49-NP	Ferguson Waterworks	(87,052.16)	Cleared
2/28/2022	53-NP	The Kearney Companies, LLC	(64,759.85)	Cleared
2/28/2022	51-NP	The Kearney Companies, LLC	(18,265.59)	Cleared
2/28/2022	52-NP	Florida Soil Cement Co., LLC	(170,340.60)	Cleared
3/31/2022	53-NP	The Kearney Companies, LLC	(18,421.98)	Cleared
4/30/2022	54-NP	The Kearney Companies, LLC	(30,720.28)	Cleared
4/30/2022	55-NP	Halff Associates, Inc.	(45,921.93)	Cleared
6/30/2022	60-NP	Halff Associates, Inc.	(79,287.03)	Cleared
6/30/2022	61-NP	The Kearney Companies, LLC	(11,100.00)	Cleared
7/31/2022	62-NP	Halff Associates, Inc.	(15,605.43)	Cleared
7/31/2022	63-NP	The Kearney Companies, LLC	(239,604.21)	Cleared
9/30/2022	64-NP	Halff Associates, Inc.	(6,163.88)	Cleared
9/30/2022	65-NP	Kutak Rock, LLP	(1,192.23)	Cleared
9/30/2022	66-NP	Triple Creek CDD Reimbursement	(322,520.54)	Cleared
9/30/2022	67-NP	Halff Associates, Inc.	(13,404.04)	Cleared
9/30/2022	68-NP	Kutak Rock, LLP	(696.00)	Cleared
9/30/2022	69-NP	Halff Associates, Inc.	(2,838.28)	Cleared
9/30/2022	70-NP	The Kearney Companies, LLC	(335,680.83)	Cleared
11/30/2022	71-NP	Halff Associates, Inc.	(468.33)	Cleared
11/30/2022	72-NP	Landscape Maintenance Professionals, Inc.	(4,157.60)	Cleared
11/30/2022	73-NP	Steadfast Contractors Alliance, LLC	(21,500.00)	Cleared
1/31/2023	74-NP	Halff Associates, Inc.	(9,448.05)	Cleared

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021**

Construction Account Activity Through January 31, 2023

1/31/2023	75-NP	Kutak Rock, LLP	(971.47)	Cleared	
			Total Villages N&P:	<u>(7,810,676.41)</u>	
			Total Construction Requisitions and COI:	<u>(7,984,926.41)</u>	
				Total Outflows:	<u>(7,984,926.41)</u>
Series 2021 Construction Fund Balance at January 31, 2023				\$	<u><u>1,007,009.29</u></u>

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021B**

Construction Account Activity Through January 31, 2023

Inflows:	Debt Proceeds	\$	7,383,041.42
	Underwriter's Discount		151,200.00
			7,534,241.42
	Total Inflows:		7,534,241.42
	Interest Earnings		9,550.74
	Transfer from Reserve		1,180.63
	Total Inflows:	\$	7,544,972.79

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 01/31/23
12/31/22	COI	Underwriter Discount	\$ (151,200.00)	Cleared
12/31/22	COI	Hopping Green & Sams	(32,855.50)	Cleared
12/31/22	COI	Gray Robinson	(45,000.00)	Cleared
12/31/22	COI	Feldman & Mahoney	(10,000.00)	Cleared
12/31/22	COI	Rizzetta & Company	(20,000.00)	Cleared
12/31/22	COI	BNY Mellon	(6,000.00)	Cleared
12/31/22	COI	Imagemaster	(1,750.00)	Cleared
		Total COI Expenses:	(266,805.50)	
2/28/2022	CR 1	The Kearney Companies, LLC	(276,751.97)	Cleared
3/31/2022	CR 2	The Kearney Companies, LLC	(511,454.80)	Cleared
3/31/2022	CR 3	The Kearney Companies, LLC	(776,491.85)	Cleared
4/30/2022	CR 4	The Kearney Companies, LLC	(754,312.22)	Cleared
4/30/2022	CR 5	Half Associates, Inc.	(222,357.70)	Cleared
5/31/2022	CR 6	Hopping Green & Sams	(12,144.50)	Cleared
6/30/2022	CR 10	Atlantic TNG, LLC	(49,610.00)	Cleared
6/30/2022	CR 11	Core and Main	(700.00)	Cleared
6/30/2022	CR 12	Half Associates, Inc.	(74,035.96)	Cleared
6/30/2022	CR 13	The Kearney Companies, LLC	(1,067,117.70)	Cleared
6/30/2022	CR 14	The Kearney Companies, LLC	(610,692.70)	Cleared
6/30/2022	CR 15	Kutak Rock, LLP	(1,469.00)	Cleared
7/31/2022	CR 16	Half Associates, Inc.	(3,517.00)	Cleared
7/31/2022	CR 17	Atlantic TNG, LLC	(51,522.00)	Cleared
7/31/2022	CR 18	Ferguson Waterworks	(83,925.71)	Cleared
7/31/2022	CR 19	Half Associates, Inc.	(16,746.20)	Cleared
7/31/2022	CR 20	The Kearney Companies, LLC	(1,456,782.50)	Cleared
9/30/2022	CR 21	Atlantic TNG, LLC	(45,825.00)	Cleared
9/30/2022	CR 22	Ferguson Waterworks	(426,733.96)	Cleared
9/30/2022	CR 23	Florida Soil Cement Co., LLC	(164,717.96)	Cleared
9/30/2022	CR 24	Half Associates, Inc.	(34,558.66)	Cleared
9/30/2022	CR 25	The Kearney Companies, LLC	(585,821.26)	Cleared

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS SERIES 2021B**

Construction Account Activity Through January 31, 2023

9/30/2022	CR 26	Kutak Rock, LLP	(783.00)	Cleared
9/30/2022	CR 27	Triple Creek CDD Reimbursement	(48,450.53)	Cleared
Total Construction Requisitions:			<u>(7,276,522.18)</u>	

Total Construction Requisitions and COI: (7,543,327.68)

Total Outflows: (7,543,327.68)

Series 2021B Construction Fund Balance at January 31, 2023 \$ 1,645.11

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
S2021B CONSTRUCTION CUSTODY ACCOUNT**

Construction Account Activity Through January 31, 2023

Inflows:	Developer Contributions	\$	3,140,118.68
	Accounts Receivable		484,311.82
	Total Inflows:		<u>3,624,430.50</u>

Due From Others		
Total Inflows:	\$	<u>3,624,430.50</u>

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 01/31/23
9/30/2022	CUS 1-QOR	Atlantic TNG, LLC	\$ (98,426.00)	Cleared
9/30/2022	CUS 2-QOR	Ferguson Waterworks	(205,958.27)	Cleared
9/30/2022	CUS 3-QOR	Florida Soil Cement Co., LLC	(225,182.36)	Cleared
9/30/2022	CUS 4-QOR	Halff Associates, Inc.	(11,386.44)	Cleared
9/30/2022	CUS 5-QOR	The Kearney Companies, LLC	(521,896.65)	Cleared
9/30/2022	CUS 6-QOR	The Kearney Companies, LLC	(675,980.01)	Cleared
9/30/2022	CUS 7-QOR	Kutak Rock LLP	(4,101.00)	Cleared
10/31/2022	CUS 8-QOR	Triple Creek CDD - Reimbursement	(1,494.00)	Cleared
10/31/2022	CUS 9-QOR	Ferguson Waterworks	(1,958.72)	Cleared
10/31/2022	CUS 10-QOR	Florida Soil Cement Co., LLC	(73,081.18)	Cleared
10/31/2022	CUS 11-QOR	Halff Associates, Inc.	(20,490.24)	Cleared
10/31/2022	CUS 12-QOR	The Kearney Companies, LLC	(868,083.57)	Cleared
11/30/2022	CUS 13-QOR	Atlantic TNG, LLC	(2,235.00)	Cleared
11/30/2022	CUS 14-QOR	Ferguson Waterworks	(8,288.32)	Cleared
11/30/2022	CUS 15-QOR	Florida Soil Cement Co., LLC	(236,588.93)	Cleared
11/30/2022	CUS 16-QOR	Halff Associates, Inc.	(38,182.65)	Cleared
11/30/2022	CUS 17-QOR	The Kearney Companies, LLC	(63,038.26)	Cleared
11/30/2022	CUS 18-QOR	The Kearney Companies, LLC	(82,843.08)	Cleared
11/30/2022	CUS 19-QOR	Kutak Rock LLP	(904.00)	Cleared
1/31/2023	CUS 20-QOR	Halff Associates, Inc.	(32,082.27)	AP
1/31/2023	CUS 21-QOR	Halff Associates, Inc.	(17,952.36)	AP

Total Construction Requisitions: (3,190,153.31)

Retainage Payable: (434,277.19)

Total Outflows: (3,624,430.50)

Series 2021B Construction Fund Balance at January 31, 2023 **\$ -**

Outstanding Contracts, net of Retainage:

The Kearney Companies		\$ 5,074,792.44
Contract Subtotal		<u>5,074,792.44</u>

Committed Funds to be Contributed by Developer: \$ 5,074,792.44

Triple Creek Community Development District
Notes to Unaudited Financial Statements
January 31, 2023

Balance Sheet

1. Trust statement activity has been recorded through 01/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.
- 5.

Summary A/R Ledger – Subsequent Collections

6. General Fund – Payment for Invoice #AR00000320 in the amount of \$62,219.56 was received in February 2023.
7. Debt Service Fund 200 – Payment for Invoice #AR00000320 in the amount of \$5,467.31 was received in February 2023.
8. Debt Service Fund 201 – Payment for Invoice #AR00000320 in the amount of \$15,884.10 was received in February 2023.
9. Debt Service Fund 202 – Payment for Invoice #AR00000320 in the amount of \$10,938.94 was received in February 2023.
10. Debt Service Fund 203 – Payment for Invoice #AR00000320 in the amount of \$13,211.47 was received in February 2023.
11. Debt Service Fund 203 – Payments for Invoice #AR00000427 totaling \$3,221.40 were received in February 2023.
12. Debt Service Fund 203 – Payments for Invoice #AR00000429 totaling \$738.43 were received in February 2023.
13. Debt Service Fund 205 – Payment for Invoice #AR00000320 in the amount of \$10,482.21 was received in February 2023.
14. Capital Projects Fund 306 – Payment for Invoice #AR00000727 in the amount of \$50,034.63 was received in February 2023.

Tab 7

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
Resident Clubs – Application

Resident Clubs are an enhancement to the residents of the Triple Creek Community Development District (“*District*”). Clubs at the District are designed to help residents and paid users (together, “*Resident(s)*”, which shall have the same meaning as the term “*Patron(s)*” as defined in the District’s Policies Regarding District Amenity Facilities (the “*District’s Policies*”)) to pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. Clubs should encourage their members to fully participate and enjoy the diverse programs and facilities within the District that make life here so enjoyable and rewarding. All Clubs are required to complete the following form in order to receive the benefits offered.

Starting a Club is a three-step process:

- A. Complete the form below and return it to the General Manager’s Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. If approved, the District will communicate such approval or the reason for denial and next steps.

1. Proposed Club name: Group Bible Study

2. Name of club leader/main contact: Ryan and Dominique Johnson

3. Address of club leader/main contact: 13103 Wildflower Meadow Dr.

Phone Number (1): 571 216 8838 Phone Number (2): _____

Email address: djohnson1978@gmail.com

4. Is this a Resident Club as defined above? yes

5. Please tell us about your club. For example, what kind of activities/functions does your club plan to host? (Please attach additional pages as necessary.)

This will be a weekly bible study group focusing on couples with children, but not excluding others. This group will be under the leadership of South Bay church.

6. When, including how often, will your Club meet? (Date/Time/Frequency) every Sunday from 5-7pm

7. Where do you anticipate your Club will want to meet? Hammock Clubhouse and playground area

8. The targeted audience for the Club is: adults

9. Please mark which categories are applicable to the Club or Interest Group:

Arts & Crafts

Community

Culture

Education

Social Recreation & Leisure Sports & Athletics Other

10. If a similar club already exists within the District, what distinguishes your club? _____

11. How will you recruit members and encourage participation in Club activities? word of mouth and event calendar

12. Will you be collecting dues or managing any funds associated with Club activities?

Yes No

13. Who will be responsible for the management and protection of the Club's financial funds?

N/A

14. Is any person compensated, in any form, for their involvement or leadership of the Club? This includes clubs for fitness related or sports related activities.

Yes No

15. How will the Club and its activities be promoted? (Please list): event calendar and word of mouth

16. Do you currently have any proposed advertising and/or logo? (If yes, please attach sample.)

Yes No

17. Please list the contact information of at least one other District resident (Club member) who may be an alternate leader in your absence or departure.

Name: Ryan Johnson

Address: 13103 Wildflower meadow Dr

Phone Number: 571 232 7107 Email Address:

ryan81johnson@gmail.com

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

10. The following information is for the year ending 31/12/2018. The company's closing balance sheet is as follows. The company's profit and loss account for the year ending 31/12/2018 is as follows.

£000

Balance Sheet	Profit and Loss Account
Fixed Assets	Revenue
Current Assets	Cost of Sales
Equity	Operating Expenses
Liabilities	Operating Profit
	Finance Costs
	Profit Before Tax
	Income Tax
	Profit After Tax

The company's profit and loss account for the year ending 31/12/2018 is as follows. The company's closing balance sheet is as follows.

Balance Sheet	Profit and Loss Account
Fixed Assets	Revenue
Current Assets	Cost of Sales
Equity	Operating Expenses
Liabilities	Operating Profit
	Finance Costs
	Profit Before Tax
	Income Tax
	Profit After Tax

The company's profit and loss account for the year ending 31/12/2018 is as follows. The company's closing balance sheet is as follows.

Authority and Disclaimer

The Triple Creek Community Development District ("***District***") reserves the right to grant or reasonably deny a request for a Club. The Club Leader, as well as Club events, activities, programs, etc., should reflect the spirit and values of the District at all times and adhere to adopted District policies and rules. The District reserves the right to cancel a Club at any time, for reasons including but not limited to: inactivity by the leader and/or lack of participation by members, Club Leader(s) lack of standing with the District, unreasonable actions of the club leader, violation of policies or rules, action arising from member(s) concerns, etc. The District reserves the right, but not the obligation, in its sole and absolute discretion, to grant incentives for volunteerism or to Clubs - including financial support, material support, facility use privileges, either with or without charge, priority for facility use and administrative and technical support and will do so on an equitable and fair basis. All Clubs and their respective members are solely responsible for the financial management of funds, maintenance, repair and safe operation of the Club, the members and the equipment provided or otherwise obtained by the Club, as well as for the safety of members and others participating in Club activities or using the facilities. The District reserves the right, without further approval or compensation, to include Club activities, photographs of activities and members, etc., for marketing, promotional and educational purposes.

The Club, its leader and its members hereby agree to defend, indemnify and hold harmless the Triple Creek Community Development District and its respective officers, agents, employees and contractors, from any and all liability, claims, actions, suits or demands by any person, corporation, governmental body or other entity, including all principals, employees, agents and representatives of the club, for any claims, injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the Club's use of the District's facilities, services, funds or property whatsoever, including all of its members, guests and invitees, and including litigation or any appellate proceedings with respect thereto. The Club, its leader and its members, its guests and invitees agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or any other statute or law.

The undersigned does hereby agree to these policies and acknowledges the disclaimer set forth above:

Name: D. Johnson Address: 13103 Wildflower Meadow Dr
Print Name: Dominique Johnson Phone #: 571 216 8938

Please return application to:

Triple Creek Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
Resident Clubs – Application

Resident Clubs are an enhancement to the residents of the Triple Creek Community Development District (“District”). Clubs at the District are designed to help residents and paid users (together, “Resident(s)”, which shall have the same meaning as the term “Patron(s)” as defined in the District’s Policies Regarding District Amenity Facilities (the “District’s Policies”)) to pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. Clubs should encourage their members to fully participate and enjoy the diverse programs and facilities within the District that make life here so enjoyable and rewarding. All Clubs are required to complete the following form in order to receive the benefits offered.

Starting a Club is a three-step process:

- A. Complete the form below and return it to the General Manager’s Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. If approved, the District will communicate such approval or the reason for denial and next steps.

1. Proposed Club name: Fsteam C.P

2. Name of club leader/main contact: Felix Giffuni

3. Address of club leader/main contact: 12945 Satin Dyle Dr

Phone Number (1) 305 877-2084 Phone Number (2): _____

Email address: fgiffuni@gmail.com

4. Is this a Resident Club as defined above? yes

5. Please tell us about your club. For example, what kind of activities/functions does your club plan to host? (Please attach additional pages as necessary.)

Pickleball lessons for beginners and advance players and some tournaments down the road.

6. When, including how often, will your Club meet? (Date/Time/Frequency) Three, Four Times a week 8:30 am - 11 AM.

7. Where do you anticipate your Club will want to meet? At local Tennis Courts
8. The targeted audience for the Club is: Adults/Seniors (Male/Female)

9. Please mark which categories are applicable to the Club or Interest Group:
 Arts & Crafts Community Culture Education

Social

Recreation & Leisure

Sports & Athletics

Other

10. If a similar club already exists within the District, what distinguishes your club?

Personalized Individual approach

11. How will you recruit members and encourage participation in Club activities?

Local Flyers & Door hangers

12. Will you be collecting dues or managing any funds associated with Club activities?

Yes No

13. Who will be responsible for the management and protection of the Club's financial funds?

Myself

14. Is any person compensated, in any form, for their involvement or leadership of the Club? This includes clubs for fitness related or sports related activities.

Yes No

15. How will the Club and its activities be promoted? (Please list):

Door Hangers >
Club House Bill board and Flyers

16. Do you currently have any proposed advertising and/or logo? (If yes, please attach sample.)

Yes No

17. Please list the contact information of at least one other District resident (Club member) who may be an alternate leader in your absence or departure.

Name: Ira Giffuni

Address: 12945 Satin Lily Dr

Phone Number: 305 877 0086

Email Address: SGiffuni@gmail.com

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

18. Did you read and understand the rules applying to your Club, including the District's adopted Amenity Policies, and hereby certify on behalf of yourself and the members of the Club that the Club will follow and abide by such rules and Amenity Policies?

Yes No

Authority and Disclaimer

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The undersigned does hereby agree to these policies and acknowledges the disclaimer set forth above:

Name: Felix Giffuni Address: 12945 Satin Lily Dr.

Print Name: Felix Giffuni Phone #: 305-877-2084

Please return application to:

Triple Creek Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950

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Starting a Club is a three-step process:

- A. Complete the form below and return it to the General Manager’s Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. If approved, the District will communicate such approval or the reason for denial and next steps.

1. Proposed Club name: Triple Creek Jeeps

2. Name of club leader/main contact: Sabrina Schippers

3. Address of club leader/main contact: 12824 Bent Twig Dr.

Phone Number (1): 303.475.6664 Phone Number (2): _____

Email address: Sabrina.Schippers@yahoo.com

4. Is this a Resident Club as defined above? yes

5. Please tell us about your club. For example, what kind of activities/functions does your club plan to host? (Please attach additional pages as necessary.)

This club is to meet neighbors with jeeps and to attend local jeep events together. We would occasionally host a meet up here to invite new members. We will also plan parades during the holidays.

6. When, including how often, will your Club meet? (Date/Time/Frequency) _____

7. Where do you anticipate your Club will want to meet? at the club house

8. The targeted audience for the Club is: Jeep owners

9. Please mark which categories are applicable to the Club or Interest Group:

Arts & Crafts

Community

Culture

Education

Social

Recreation & Leisure

Sports & Athletics

Other

10. If a similar club already exists within the District, what distinguishes your club? _____

11. How will you recruit members and encourage participation in Club activities? we will use our facebook page as well as handing out ducks to new jeep owners

12. Will you be collecting dues or managing any funds associated with Club activities?

Yes No

13. Who will be responsible for the management and protection of the Club's financial funds?

N/A

14. Is any person compensated, in any form, for their involvement or leadership of the Club? This includes clubs for fitness related or sports related activities.

Yes No

15. How will the Club and its activities be promoted? (Please list): _____

facebook and flyers

16. Do you currently have any proposed advertising and/or logo? (If yes, please attach sample.)

Yes No

17. Please list the contact information of at least one other District resident (Club member) who may be an alternate leader in your absence or departure.

Name: Celeste Cotant

Address: 13203 Wildflower Meadow Dr.

Phone Number: 801-989-8395 Email Address:

Name: _____

Address: _____

Phone Number: _____ Email Address:

18. Did you read and understand the rules applying to your Club, including the District's adopted Amenity Policies, and hereby certify on behalf of yourself and the members of the Club that the Club will follow and abide by such rules and Amenity Policies?

Yes No

Authority and Disclaimer

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The undersigned does hereby agree to these policies and acknowledges the disclaimer set forth above:

Name: Sabrina Schippers Address: 12824 Bent Twig Dr

Print Name: _____ Phone #: 303.475.6664

Please return application to:

Triple Creek Community Development District
c/o Taylor Nielsen, District Manager
Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950

Tab 8



**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT**

SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O)

PREPARED BY:

**KYLE L. THORNTON, PE. 60279
VICE PRESIDENT
HALFF ASSOCIATES, INC.
1000 NORTH ASHLEY DRIVE, SUITE 900
TAMPA, FLORIDA 33602**

MARCH 21, 2023



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FIGURE

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EXHIBITS

- Exhibit A - Legal Description Series 2023 Project (Village O) Area
- Exhibit B - Proposed Master Site Plan

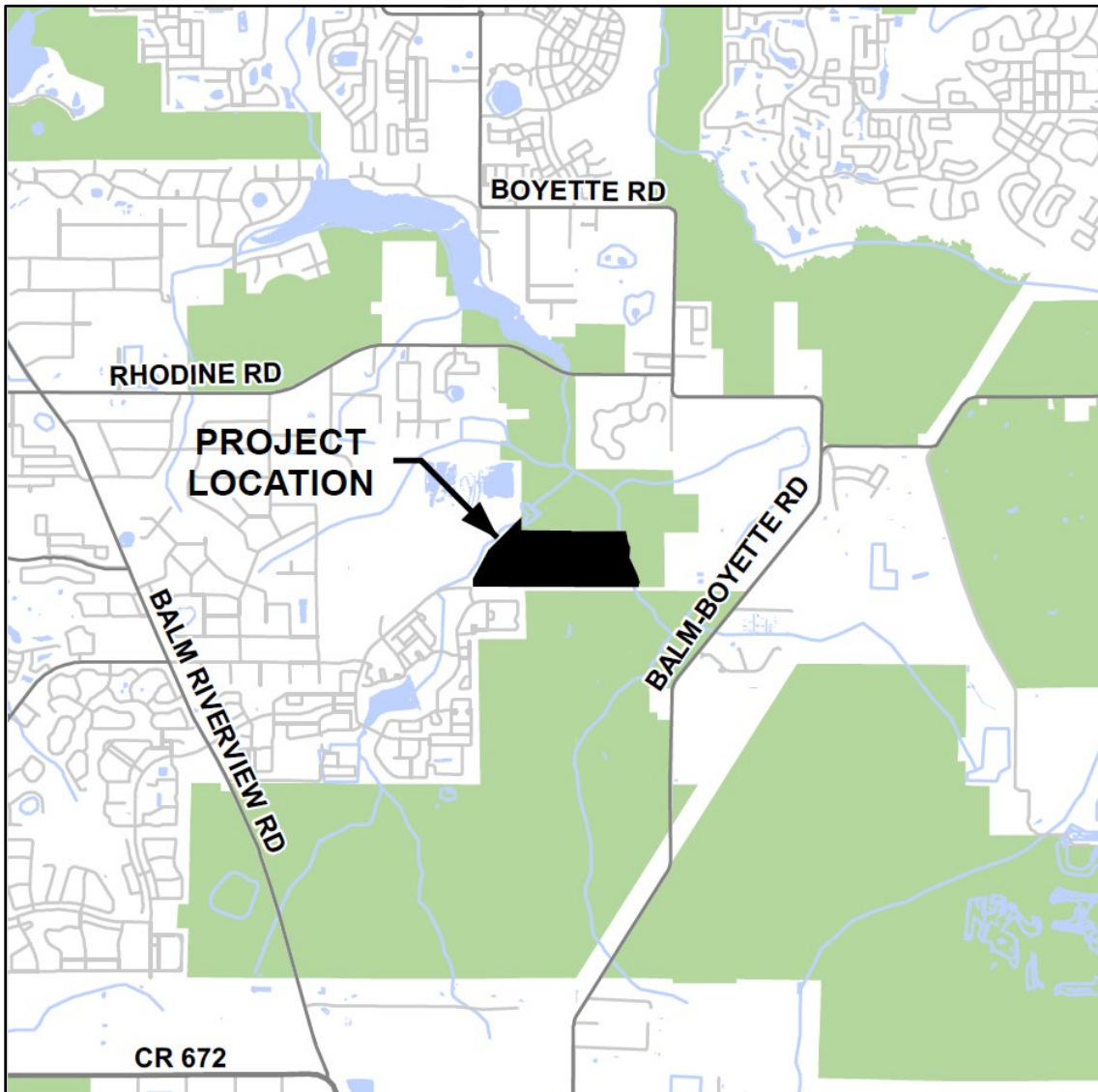
1. INTRODUCTION

The purpose of this Supplemental Report is to provide a description of the capital improvement plan (“**CIP**”) and estimated costs of the CIP, for the Triple Creek Community Development District (“**District**” or “**CDD**”), specifically Village O.

2. GENERAL SITE DESCRIPTION

The District is located entirely within the Riverview area of unincorporated Hillsborough County, Florida, and consists of approximately 1,176+/- acres of land. **Figure 1** below shows the general location of the District CIP for Village O.

Figure 1 – CIP VICINITY MAP





The District is a master-planned community authorized pursuant to the “Triple Creek” Planned Development zoning (PD 98-812; PRS 20-0002) and “Rhodine Borrow Pit” Planned Development zoning (PD 18-0304; MM 19-1172) to allow up to 2,316 single family residential units with a mix of office and commercial uses.

The District is generally divided into Villages. At this time only Village O remains to be constructed. The 2023 CIP is to issue bonds to finance the infrastructure for only Village O, planned for 64 detached single family residential units. The project area includes approximately 30 acres, excluding the existing public right of way for Triple Creek Boulevard.

3. 2023 CAPITAL IMPROVEMENTS PLAN

The Series 2023 Project (Village O) CIP is intended to provide public infrastructure improvements for certain lands within the District planned for 64 detached single-family homes to be developed in a single phase. A legal description for the “**Series 2023 Project (Village O)**”, upon which the District will levy debt assessments to secure the District’s bond issuance, is shown in **Exhibit A**.

The proposed master site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type, for the District. The following chart shows the planned product types and land uses for Village O:

Product Type	(Village O)Number of Units
Single Family 70'	64
TOTALS	64



The Series 2023 Project (Village O) CIP infrastructure includes:

Roadway Improvements

The Series 2023 Project (Village O) CIP includes subdivision roads within the District and the extension of Triple Creek Boulevard within existing Public Right of Way. Generally, all subdivision roads will be 2-lane un-divided roads. However Triple Creek Boulevard is a 2-lane undivided collector road with bike lanes. All roads include the roadway asphalt, base, subgrade, roadway curb and gutter, striping and signage. Also included are sidewalks and/or trails within rights-of-way abutting common areas, including both sides of Triple Creek Boulevard and any sidewalks or trails on CDD land. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with Hillsborough County standards.

All internal roadways to the Phase and Triple Creek Boulevard may be financed by the District and will be transferred to the County for ownership, operation and maintenance or may be owned by the CDD.

There are no impact fee credits associated with the construction of any of the roadways within the Series 2023 Project (Village O) CIP area.

Stormwater Management System

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds/lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to Tampa Bay via the Bell Creek prong of the Alafia River. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District and Hillsborough County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

Water and Sewer/Wastewater Utilities

As part of the Series 2023 Project (Village O) CIP, the District intends to construct and/or acquire water, sewer and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made to existing stubouts from the public water main in the adjacent right of way (Triple Creek Boulevard).

Village O will connect to wastewater infrastructure previously constructed by Phase 1 of the District will require a new public sewerage lift station.

The foregoing utilities systems will be completed by the District and either fully or partially dedicated to the County for operation and maintenance.

There are no impact fee credits associated with the construction of any of the utilities.



Hardscape, Landscape, and Irrigation

The District will construct and/or install certain landscaping, irrigation and hardscaping within District common areas and right-of-ways. The irrigation system water source may include reuse/reclaimed water, surface water, well water and/or potable water as required.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

Funding and installation of these improvements may be via the CDD, Land Owner, Developer or Home Builder. All such landscaping, irrigation and hardscaping installed within right of way or on CDD land will be owned and maintained by the CDD. The CDD will not own or maintain any landscaping or irrigation on privately owned property.

Street Lights / Undergrounding of Electrical Utility Lines

Street lights are not included within the CIP, but instead may be leased through an agreement with TECO, in which case the District would fund the street lights through an annual operations and maintenance assessment.

The Series 2023 Project (Village O) CIP does not include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any conduit, lines and utility appurtenances located in such areas would be owned by TECO or other utility providers and not paid for by the District as part of the Series 2023 Project (Village O) CIP.

Recreational Amenities

The Series 2023 Project (Village O) CIP includes partial funding to be allocated to the construction of a minor amenity center for the community, which upon completion will be owned and operated by the District. This facility may be funded all or in part by the District. Alternatively, the developer may elect to finance all or portions of the amenity center and facilities and convey them to a homeowner's association or the District for ownership, operation and maintenance upon completion.

It is anticipated that this facility will be constructed consisting of a pool and cabana with no conditioned interior spaces. This facility is intended to be constructed on land that was previously set aside and served as part of the Series 2021 Project for Villages N and P and may also utilize funding from the issuance of bonds for that project.

An additional hybrid use facility will be constructed on land that was previously set aside and served as part of the Series 2021 Project for Villages Q and R . This facility is required by the project zoning to allow for 'retail uses' and may serve as an additional amenity benefitting the District residents. Portions of the Series Project (Village O) CIP may be proportionally allocated towards that project.



Environmental Conservation/Mitigation

There are no mitigation requirements for this phase.

Land Acquisition

As part of the Series 2023 Project (Village O) CIP, the District may acquire between 2 to 5 acres of land, generally expected to be reserved as wetland conservation or upland preservation areas.

Off-Site Improvements

Offsite improvements include roadway improvements for the extension of Triple Creek Boulevard, including required street trees. This improvement is intended to be constructed concurrent with Village O.

There are no impact fee credits associated with the construction of any of the off-site improvements.

Professional Services

The Series 2023 Project (Village O) CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, gopher tortoise relocation expenses and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

As noted, the District’s CIP functions as a system of improvements benefitting all lands within the District. All of the foregoing improvements are required by applicable development approvals.

The following table shows who will finance, own and operate the various improvements of the Series 2023 Project (O) CIP:

<u>Facility Description</u>	<u>Financing</u>	<u>O&M Entity</u>
Public Roadways	CDD	CDD/County
Stormwater Management	CDD	CDD
Utilities (Water, Sewer, Wastewater)	CDD	County
Hardscape/Landscape/Irrigation	CDD/HOA/Other	CDD
Street Lighting	n/a	TECO/CDD
Undergrounding of Electrical Conduit	Homebuilder / Developer / Other	TECO
Recreational Amenities	CDD / Developer	CDD
Environmental Conservation/Mitigation	CDD	CDD
Off-Site Improvements	CDD	County



4. PERMITTING/CONSTRUCTION COMMENCEMENT

The District intends to design and permit this phase over a period of approximately 9-15 months. The Construction Plans for “Village O” have been approved and all permits have been issued.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 5.1 shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 5.1 are reasonable and consistent with market pricing for the Series 2023 Project (Village O) CIP.

Facility Description	Series 2023 Project (Village O) CIP
Roadway	\$670,000
Water Management & Control	\$536,000
Water Supply	\$229,000
Wastewater Management	\$634,000
Hardscape/Landscape/Irrigation	\$300,000
<i>Amenity/Recreation</i>	<i>\$200,000</i>
Off-Site Improvements	\$943,000
20% Contingency and Professional Fee Allowance	<i>\$700,000</i>
TOTAL	\$4,212,000

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

6. CONCLUSIONS

The Series 2023 Project (Village O) CIP, as outlined above, will be designed in accordance with current governmental regulations and requirements. The Series 2023 Project (Village O) CIP are necessary for the functional development of the District as a master series of improvements which includes prior phases within the District. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the proposed design and necessary permits.

The permits referred to above are generally the development related regulatory permits necessary to functionally complete Villages O. The listing does not include every permit as many regulatory agencies have subordinate commenting agencies. There is no current reason to believe such permits will not be obtained within timeframes typical for each respective regulatory agency.

The estimated cost to Series 2023 Project (Village O) CIP as indicated above in my professional opinion are reasonable based on prices currently being experienced in Hillsborough County,



Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure. The estimates are not to be considered a guaranteed maximum price but are based upon typical prices for similar items of work and the quantities as represented on the Master Plan. The labor market, future costs of equipment and materials and the actual construction process are all beyond my control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate. The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Accordingly, the Series 2023 Project (Village O) CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Furthermore, all of the improvements comprising the Series 2023 Project (Village O) CIP are required by applicable development approvals. The Series 2023 Project (Village O) CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Series 2023 Project (Village O) CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course. The reasonably expected economic life of the Series 2023 Project (Village O) CIP is anticipated to be at least 20+ years. The assessable property within the District will receive a special benefit from the Series 2023 Project (Village O) CIP that is at least equal to such costs and the Series 2023 Project (Village O) CIP will function as a system of improvements benefitting all lands within the District.



DESCRIPTION: A parcel of land lying in Section 1, Township 31 South, Range 20 East, and Section 6, Township 31 South, Range 21 East Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 1, also being the Southwest corner of said Section 6, run thence along the East boundary of said Section 1, N 00°16'00" E, a distance of 100.00 feet to the North right-of-way line of Triple Creek Boulevard Extension (100' Public Right-of-way), as recorded in Official Records Book 5000, Page 542 of the of the Public Records of Hillsborough County, Florida and the **POINT OF BEGINNING**; thence along said North right-of-way line, N 89°56'52" W, a distance of 1327.22 feet to the Southerly extension of the Easterly boundary of a Conservation Easement, as recorded in Official Records Book 18006, Page 1334 of the Public Records of Hillsborough County, Florida; Thence along said Easterly boundary and its Southerly extension thereof, N 00°45'46" W, a distance of 875.35 feet; thence leaving said Easterly boundary, S 89°55'47" E, a distance of 427.84 feet; thence S 00°03'23" W, a distance of 280.21 feet; thence S 89°56'37" E, a distance of 372.60 feet; thence N 42°59'21" E, a distance of 120.55 feet; thence S 89°56'37" E, a distance of 160.39 feet; thence S 60°14'13" E, a distance of 140.34 feet; thence S 86°28'25" E, a distance of 93.86 feet; thence N 45°00'00" E, a distance of 140.00 feet; thence N 29°43'33" E, a distance of 72.56 feet; thence N 29°43'33" E, a distance of 75.15 feet; thence N 32°12'38" E, a distance of 92.44 feet; thence N 49°24'41" E, a distance of 82.56 feet; thence S 87°39'51" E, a distance of 164.50 feet; thence S 45°02'09" E, a distance of 179.07 feet; thence S 45°00'00" E, a distance of 191.54 feet; thence S 45°00'00" W, a distance of 523.55 feet; thence S 00°15'47" W, a distance of 329.48 feet to the North right-of-way line of said Triple Creek Boulevard Extension; thence along said North right-of-way line, N 89°44'01"W, a distance of 258.38 feet to the **POINT OF BEGINNING**

Containing 29.807 Acres,

Tab 9



Rizzetta & Company

Triple Creek Community Development District

Preliminary Supplemental Special Assessment Allocation
Report

Special Assessment Bonds,
Series 2023 (Village O Project)

March 21, 2023

3434 Colwell Ave
Suite 200
Tampa, FL 33614

rizzetta.com

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I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of an issuance of bonds to finance a capital infrastructure project by the Triple Creek Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2023 (Villages O Project) (the “Series 2023 Bonds”), and has retained Rizzetta & Company, Inc. to prepare a methodology to allocate the special assessments expected to be levied by the District in connection with the transaction.

II. DEFINED TERMS

“Capital Improvement Plan” (or **“CIP”**) – Construction and/or acquisition of public infrastructure planned for the District. The total cost for the CIP is estimated to be \$82,808,587, as specified in the District Engineer’s Amended and Restated Master Capital Improvement Plan, dated April 11, 2016, as amended by the First Amendment dated June 15, 2021 and further supplemented by the Triple Creek Community Development District Supplemental Engineer’s Report dated March 21, 2023.

“District” – Triple Creek Community Development District.

“District Engineer” – Halff Associates, Inc.

“End User” - The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Engineer’s Report” – That certain Amended and Restated Master Capital Improvement Plan, dated April 11, 2016, as amended by the First Amendment dated June 15, 2021 and further supplemented by the Triple Creek Community Development District Supplemental Engineer’s Report dated March 21, 2023.

“Equivalent Assessment Unit” (“**EAU**”) – Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indenture” - The Master Trust Indenture dated as of June 1, 2012, the Ninth Supplemental Trust Indenture dated as of April 1, 2023.

“Landowner” – TC Venture 1, LLC, a Delaware limited liability company.

“Master Report” – The Master Special Assessment Allocation Report dated May 17, 2016, as amended by the First Amendment dated August 17, 2021.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.



“Series 2023 (Villages O Project) Assessments” – Special assessments levied to secure repayment of the District’s Series 2023 (Villages O Project) Bonds.

“Series 2023 (Villages O Project) Assessment Area” – An assessment area, consisting of +/- 29.807 acres within Village O, and is expected to contain 64 residential units.

“Series 2023 Bonds” – The \$2,005,000 (estimated) Special Assessment Bonds, Series 2023 (Village O Project).

“Unplatted Parcels” – Undeveloped lands or Villages not yet subject to a recorded plat or in their final end-use configuration.

“Village O Project” – A portion of the total CIP, partially funded with the proceeds of the Series 2023 (Village O Project) Bonds, as described in the Supplemental Engineer’s Report dated, February 17, 2023. The Anticipated construction costs are estimated to be \$4,212,000.

III. DISTRICT INFORMATION

The District, which was established on May 11, 2007 by Hillsborough County Ordinance #07-14, is located in southeastern Hillsborough County, Florida, and originally encompassed approximately 990.73 acres. On October 16, 2020, the District boundary was amended by Ordinance 21-6 adding approximately 180.38 acres to the District Lands and removing approximately 14.64 acres (collectively, the "Boundary Amendment Parcels"), for an amended area of approximately 1,176.38 acres. The development that comprises the District is currently planned for approximately 2,314 residential units and various non-residential uses.

The last phase of development will be the 64 Units planned for Village O of the District, which are expected to be subject to the Series 2023 (Villages O Project) Assessments (the “Series 2023 Assessments”). See Table 1 for the preliminary development plan.

IV. VILLAGE O PROJECT

Pursuant to the District’s Master Engineer’s Report, the total Capital Improvement Plan to be constructed and/or acquired by the District includes, but is not limited to, roadways, water management and control, water supply, wastewater management, recreation and landscape/hardscape, and is estimated to cost \$82,808,587. See the Master Report for more detailed information about the District’s Capital Improvement Plan. The Village O Project, a subset of the total CIP, includes a portion of the public infrastructure necessary for development of Village O at an estimated cost of \$4,212,000, of which a portion is expected to be funded with the proceeds of Series 2023 Bonds. See Table 2, as well as the Triple Creek Community Development District Supplemental Engineer’s Report dated March 21, 2023, for more detailed information. The balance of the CIP may be funded by future bonds, the Landowner, third party landowners or other funding sources.



V. SERIES 2023 (VILLAGE O PROJECT) BONDS AND ASSESSMENTS

In order to provide for the Village O Project funding described in section IV above, the District plans to issue the Series 2023 (Village O Project) Bonds (the “Series 2023 Bonds”) in the estimated principal amount of \$2,005,000, which will be secured by the pledged revenues derived primarily from the Series 2023 Assessments. The Series 2023 Assessments are expected to initially be levied in the estimated annual amount of \$143,360 and shall be structured in the same manner as the Series 2023 Bonds, so that revenues from the Series 2023 Assessments are sufficient to fulfill the debt service requirements for the Series 2023 Bonds.

The Series 2023 Bonds will be structured as amortizing current-interest bonds, with the repayment occurring in annual installments of principal and interest. Interest payments dates shall occur every May 1 and November 1 from the date of issuance until estimated final maturity on November 1, 2053. The first scheduled payment of principal and coupon interest is estimated to be due on November 1, 2023. The annual principal payment will be due each November 1 thereafter until final maturity.

It is expected that the Series 2023 Assessment will initially be levied on the 29.807 acres in the Series 2023 (Village O Project) Assessment Area within the District. The Series 2023 Assessments are expected to ultimately be assigned to the 64 Platted Units planned for development. It is expected that Series 2023 Assessment installments assigned to the Platted Units will be collected via the Hillsborough County property tax bill process (Uniform Method).¹ Accordingly, the Series 2023 Assessments have been adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for such costs and discounts is 6.0%, but this may fluctuate as provided by law. The Unplatted Parcels are expected to be collected directly by the District and will not include any county collection costs or early payment discounts. However, for purposes of this report, all units are inclusive of the associated costs and discounts for presentation purposes only.

VI. ASSESSMENT ALLOCATION – SERIES 2023 (VILLAGE O PROJECT) ASSESSMENTS

The Series 2023 Assessments are expected to ultimately be allocated to the 64 Platted Units, as shown on Table 5. The Series 2023 Assessments are allocated based on an EAU methodology, as defined in the Master Report, and as allocated, the Series 2023 Assessments fall within the cost/benefit thresholds and are fairly and reasonably allocated.

Table 5 reflects the Series 2023 Assessments per Platted Unit. It is expected the Series 2023 Assessments will initially be levied on the approximately 29.807 acres within the Series 2023 (Village O Project) Assessment Area on an equal assessment per acre basis. As land is either sold in bulk to the third parties, or as land is platted or otherwise subdivided into Platted Units, the Series 2023 Assessments will be assigned to the gross

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



acres within the Series 2023 (Village O Project) Assessment Area or assigned to those Platted Units at the per-unit amounts described in Table 5, on a first platted and first assigned basis, thereby reducing the Series 2023 Assessments encumbering the Unplatted Parcels by a corresponding amount. The Series 2023 Assessments are expected to be assigned to 64 Platted Units within the Series 2023 (Village O Project) Assessment Area.

In the event an Unplatted Parcel is sold to a party not affiliated with the developer, Series 2023 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total Series 2023 Assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total Series 2023 Assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting). If such property is sold to a unit of local government, any debt assigned to such property must be satisfied prior to such transfer by way of a true-up payment.

The Preliminary Series 2023 Assessment Roll is located on page A-5.

VII. PREPAYMENT AND TRUE-UP OF SERIES 2023 (VILLAGE O PROJECT) ASSESSMENTS

The Series 2023 (Village O Project) Assessments encumbering a Unplatted Parcel or Platted Unit may be prepaid in full at any time, without penalty, together with interest at the rate on the Series 2023 (Villages O Project) Bonds to the Interest Payment Date (as defined in the Indenture) that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the Unplatted Parcel or Platted Unit being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2023 (Village O Project) Assessment program is predicated on the development of Platted Units in the manner described in Table 1. However, if a change in development results in a net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 1, then a true-up, or principal reduction payment, will be required to cure the deficiency. In order to ensure that the District's debt will not build up on the Unplatted Parcels within the Series 2023 (Village O Project) Assessment Area, the District shall conduct the following true-up test at the time of the approval of each plat within the Series 2023 (Village O Project) Assessment Area. The test is that the debt per acre remaining on the developable Unplatted Parcels is never allowed to increase above the initial maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the par amount of the Series 2023 (Village O Project) Bonds divided by the number of gross acres within the Series 2023 (Village O Project) Assessment Area. For further detail on the true-up process, please refer to the True-up Agreement being entered into in connection with the issuance of the Series 2023 (Village O Project) Bonds.



Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development and engineering data was provided by members of District staff, the District Underwriter, District Engineer, and Landowner. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

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



Rizzetta & Company

EXHIBIT A:

PRELIMINARY ALLOCATION METHODOLOGY



Rizzetta & Company

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O PROJECT)**

TABLE 1: PRELIMINARY SERIES 2023 (VILLAGE O PROJECT) DEVELOPMENT PLAN

<u>PRODUCT</u>	<u>TOTAL</u>	
Single Family 70'	64	Units
	<u>64</u>	

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O PROJECT)**

TABLE 2: TOTAL SERIES 2023 (VILLAGE O PROJECT) PROJECT COST DETAIL

DESCRIPTION	VILLAGE O PROJECT
Roadway	\$670,000
Water Management & Control	\$536,000
Water Supply	\$229,000
Wastewater Management	\$634,000
Landscape/Hardscape/Recreation	\$300,000
Amenity/Recreation	\$200,000
Off-site Improvements	\$943,000
20% Professional Services/Contingency	\$700,000
Total Series 2023 (Village O Project) Project Costs	\$4,212,000
Series 2023 (Village O Project) Project Costs Funded by Series 2023 (Village O Project) Bonds	\$1,693,220
Remaining Series 2023 (Village O Project) Project costs funded by the Landowner	\$2,518,780
Total Series 2023 (Village O Project) Project Costs:	\$4,212,000

NOTE: Infrastructure cost estimates provided by District Engineer.

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O PROJECT)**

TABLE 3: PRELIMINARY FINANCING INFORMATION - SERIES 2023 (VILLAGE O PROJECT) BONDS

Estimated Issuance Date	April 2023
Estimated Final Maturity	November 1, 2053
Estimated Average Coupon Rate	5.85%
Estimated Maximum Annual Debt Service (MADS)	\$143,360

SOURCES:

ESTIMATED PRINCIPAL AMOUNT	\$2,005,000
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USES:

Project Fund	(\$1,693,220)
DSRF (50% MADS)	(\$71,680)
Cost of Issuance	(\$240,100)
Total Uses	(\$2,005,000)

Source: District Underwriter. Numbers are preliminary and subject to change.

TABLE 4: PRELIMINARY FINANCING INFORMATION - SERIES 2023 (VILLAGE O PROJECT) ASSESSMENTS ⁽¹⁾

Estimated Average Coupon Rate	5.85%
Estimated Aggregate Initial Principal Amount	\$2,005,000
Estimated Aggregate Annual Installment	\$143,360
Estimated Collection Costs	2.00% \$3,050 (2)
Estimated Early Payment Discount	4.00% \$6,100 (2)
Estimated Total Annual Installment	\$152,511

(1) Ultimate collection schedule at the District's discretion.

(2) May vary as provided by law.

**TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O PROJECT)**

TABLE 5: PRELIMINARY ASSESSMENT ALLOCATION - SERIES 2023 (VILLAGE O PROJECT) ASSESSMENTS

PRODUCT	UNITS ⁽¹⁾	PRODUCT TOTAL PRINCIPAL ⁽²⁾	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT ANNUAL INSTLMT. ⁽³⁾
Single Family 70'	64	\$2,005,000	\$31,328	\$152,511	\$2,383
	64	\$2,005,000		\$152,511	

⁽¹⁾ Assessments will be assigned on a first-platted first-assessed basis. Series 2023 (Village O Project) Assessments will initially be levied over all the unplatted land within the Series 2023 (Villages O Project) Assessment Area, and are expected to ultimately assign to the 64 units planned for Village O.

⁽²⁾ Product total shown for illustrative purposes only and are not fixed per product type.

⁽³⁾ Includes estimated Hillsborough County collection costs/payment discounts, which may fluctuate.

PRELIMINARY ASSESSMENT LIEN ROLL

PARCEL	ACREAGE ⁽¹⁾	ESTIMATED SERIES 2023 PRINCIPAL / ACRE	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT / ACRE
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Unplatted - Village O ⁽³⁾	29.807	\$67,266	\$5,117	⁽²⁾
Total	29.81	\$2,005,000	\$152,511	

- (1) Reflecting total acreage within the Series 2023 (Village O Project) Assessment Area.
- (2) Includes estimated county collection costs/payment discounts, which may fluctuate.
- (3) Series 2023 (Village O Project) Assessment Area legal description attached.

DESCRIPTION: A parcel of land lying in Section 1, Township 31 South, Range 20 East, and Section 6, Township 31 South, Range 21 East Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 1, also being the Southwest corner of said Section 6, run thence along the East boundary of said Section 1, N 00°16'00" E, a distance of 100.00 feet to the North right-of-way line of Triple Creek Boulevard Extension (100' Public Right-of-way), as recorded in Official Records Book 5000, Page 542 of the of the Public Records of Hillsborough County, Florida and the **POINT OF BEGINNING**; thence along said North right-of-way line, N 89°56'52" W, a distance of 1327.22 feet to the Southerly extension of the Easterly boundary of a Conservation Easement, as recorded in Official Records Book 18006, Page 1334 of the Public Records of Hillsborough County, Florida; Thence along said Easterly boundary and its Southerly extension thereof, N 00°45'46" W, a distance of 875.35 feet; thence leaving said Easterly boundary, S 89°55'47" E, a distance of 427.84 feet; thence S 00°03'23" W, a distance of 280.21 feet; thence S 89°56'37" E, a distance of 372.60 feet; thence N 42°59'21" E, a distance of 120.55 feet; thence S 89°56'37" E, a distance of 160.39 feet; thence S 60°14'13" E, a distance of 140.34 feet; thence S 86°28'25" E, a distance of 93.86 feet; thence N 45°00'00" E, a distance of 140.00 feet; thence N 29°43'33" E, a distance of 72.56 feet; thence N 29°43'33" E, a distance of 75.15 feet; thence N 32°12'38" E, a distance of 92.44 feet; thence N 49°24'41" E, a distance of 82.56 feet; thence S 87°39'51" E, a distance of 164.50 feet; thence S 45°02'09" E, a distance of 179.07 feet; thence S 45°00'00" E, a distance of 191.54 feet; thence S 45°00'00" W, a distance of 523.55 feet; thence S 00°15'47" W, a distance of 329.48 feet to the North right-of-way line of said Triple Creek Boulevard Extension; thence along said North right-of-way line, N 89°44'01"W, a distance of 258.38 feet to the **POINT OF BEGINNING**

Containing 29.807 Acres,

Tab 10

RESOLUTION 2023-06

A RESOLUTION OF TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2007-19 BY AUTHORIZING THE ISSUANCE OF ITS TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (VILLAGE O PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$2,500,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRPERSON OR VICE CHAIRPERSON OF THE BOARD OF SUPERVISORS OF THE ISSUER, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A NINTH SUPPLEMENTAL TRUST INDENTURE; APPROVING THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2023 BONDS; MAKING CERTAIN FINDINGS; APPROVING THE FORM OF SAID BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2023 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2023 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Triple Creek Community Development District (the “Issuer”) 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 07-14 enacted by the Board of County Commissioners of Hillsborough County, Florida, effective May 11, 2007, as supplemented and amended (the “Ordinance”) and is authorized by the Act and the Ordinance to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the Issuer is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on

property located within the Issuer and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the Issuer pursuant to its Resolution No. 2007-19 adopted on July 5, 2007 (the “Initial Resolution”), authorized the issuance of not to exceed \$120,000,000 aggregate principal amount of its Triple Creek Community Development District Special Assessment Bonds in one or more series (collectively, the “Bonds”) for the purposes set forth in said Initial Resolution and pursuant to its Resolution No. 2012-06 adopted on May 31, 2012 (the “2012 Supplemental Resolution” and, together with the Initial Resolution, the “Original Resolution”) approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the 2012 Supplemental Resolution; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture (hereinafter defined), as supplemented by a First Supplemental Trust Indenture dated as of June 1, 2012, the Issuer has previously issued its \$3,180,000 Special Assessment Bonds, Series 2012; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of February 1, 2017, the Issuer has previously issued its \$9,850,000 Special Assessment Bonds, Series 2017A; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Third Supplemental Trust Indenture dated as of February 1, 2017, the Issuer has previously issued its \$12,760,000 Special Assessment Bonds, Series 2017B; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture dated as of July 1, 2018, the Issuer has previously issued its \$7,550,000 Special Assessment Bonds, Series 2018A; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Fifth Supplemental Trust Indenture dated as of June 1, 2019, the Issuer has previously issued its \$9,490,000 Special Assessment Bonds, Series 2019A; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Sixth Supplemental Trust Indenture dated as of June 1, 2019, the Issuer has previously issued its \$5,200,000 Special Assessment Bonds, Series 2019B; and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Seventh Supplemental Trust Indenture dated as of January 1, 2021, the Issuer has previously issued its \$8,435,000 Special Assessment Bonds, Series 2021 (Villages N & P Project); and

WHEREAS, pursuant to the Original Resolution and the Master Indenture, as supplemented by a Eighth Supplemental Trust Indenture dated as of December 1, 2021, the Issuer has previously issued its \$7,560,000 Special Assessment Bonds, Series 2021 (Villages Q & R Project); and

WHEREAS, the Issuer now desires to supplement the Original Resolution to authorize the issuance of and award the sale of its Special Assessment Bonds, Series 2023 (Village O

Project) in an aggregate principal amount not exceeding \$2,500,000 (the “Series 2023 Bonds”), to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2023 Bonds; and

WHEREAS, the Board of Supervisors of the Issuer (the “Board”) has received from FMSbonds, Inc. (the “Underwriter”) a proposal in the form of a Bond Purchase Contract (the “Contract”) for the purchase of the Series 2023 Bonds, and the Board has determined that acceptance of such proposal and the sale of the Series 2023 Bonds to the Underwriter is in the best interest of the Issuer for the reasons hereafter indicated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT, as follows:

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

SECTION 2. Authorization. There is hereby authorized to be issued the Series 2023 Bonds in an aggregate principal amount not to exceed \$2,500,000. The Series 2023 Bonds shall be issued under, and secured by, that Master Trust Indenture (the “Master Indenture”) as supplemented by that Ninth Supplemental Trust Indenture (the “Supplemental Indenture”), each by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) (the Master Indenture and the Supplemental Indenture are referred to collectively as the “Indenture”).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chairperson or the Vice Chairperson of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the Issuer and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairperson or the Vice Chairperson executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2023 Bonds to the Underwriter is in the best interest of the Issuer because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the Issuer’s ability to issue and deliver the Series 2023 Bonds at presently favorable interest rates, and because the nature of the security for the Series 2023 Bonds and the sources of payment of debt service on the Series 2023 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and

additions as may be approved by the executing Chairperson or Vice Chairperson; provided that (i) the aggregate principal amount of the Series 2023 Bonds shall not exceed \$2,500,000; (ii) the interest rate on the 2023 Bonds will not exceed the maximum rate permitted by Section 218.84, Florida Statutes; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2023 Bonds; (iv) the 2023 Bonds shall be subject to redemption as set forth in the form of 2023 Bonds attached to the form of the Supplemental Indenture; and (v) the final maturity of the 2023 Bonds shall be no later than the maximum maturity permitted by law

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

SECTION 7. Form of Series 2023 Bonds. The Series 2023 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Series 2023 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2023 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the Issuer seal on the Series 2023 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the Series 2023 Bonds in substantially the form attached hereto as **Exhibit D** is hereby approved. Rizzetta & Company, Inc. is hereby approved as the Dissemination Agent under the Disclosure Document. The Chairperson or Vice Chairperson and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the Issuer the Disclosure Document in substantially the form

attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Application of 2023 Bond Proceeds. Proceeds of the Series 2023 Bonds shall be applied as provided in the Ninth Supplemental Indenture.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2023 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairperson, the Vice Chairperson, the Secretary, any Assistant Secretary and the District Manager of the Issuer, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Kutak Rock LLP, as the Issuer's General Counsel, and any other consultant or experts retained by the Issuer, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Other Agreements and Reports. The Issuer hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the Issuer and the owners or developers of lands within the Issuer as shall be necessary or desirable in connection with the issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer’s approval and the Issuer’s approval of any changes therein. The Issuer further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the Issuer of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2023 Bonds and the consummation of all transactions in connection therewith.

SECTION 13. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the Issuer in furtherance of the issuance of the Series 2023 Bonds are hereby approved, confirmed and ratified.

SECTION 14. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 15. 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 16. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 21st day of March, 2023.

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson

[SEAL]

Attest:

By: _____
Secretary

Exhibits

A-Supplemental Indenture

B-Bond Purchase Contract

C-Preliminary Limited Offering Memorandum

D-Continuing Disclosure Agreement

Exhibit A

NINTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT

AND

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
AS TRUSTEE**

Dated as of April 1, 2023

Authorizing and Securing

**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
(Hillsborough County, Florida)**

**\$ _____
SPECIAL ASSESSMENT BONDS
SERIES 2023 (VILLAGE O PROJECT)**

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THIS NINTH SUPPLEMENTAL TRUST INDENTURE (the “Ninth Supplemental Indenture”), dated as of April 1, 2023, between TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT (the “Issuer” or the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America (said banking association and any bank or trust company becoming successor trustee under this Ninth Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), by Ordinance 07-14 enacted by the Hillsborough County, Florida on May 8, 2007, as supplemented by Ordinance 15-18 enacted on July 21, 2015, as further amended by Ordinance 21-6 enacted on February 10, 2021, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, pursuant to Resolution No. 2007-19 adopted by the Board of Supervisors of the Issuer on July 5, 2007 (the “Original Resolution”), the Issuer has authorized the issuance of its not exceeding \$120,000,000 Triple Creek Community Development District Special Assessment Bonds, in one or more Series (the “Bonds”) and has entered into a Master Trust Indenture, dated as of June 1, 2012, between the Issuer and the Trustee (the “Master Indenture”) with the Trustee to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida in and for Hillsborough County, Florida in a Final Judgment rendered on October 8, 2007, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, pursuant to the Original Resolution, as supplemented by Resolution 2012-06 adopted by the Board of Supervisors of the Issuer on May 31, 2012, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of June 1, 2012, the Issuer has previously issued its \$3,180,000 Special Assessment Bonds, Series 2012; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2017-05 adopted by the Board of the Issuer on October 25, 2016, as amended by Resolution 2017-10, adopted November 29, 2016, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of February 1, 2017 the Issuer has previously issued its \$9,850,000 Triple Creek Community Development District Special Assessment Bonds, Series 2017A; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2017-05 adopted by the Board of the Issuer on October 25, 2016, as amended by Resolution 2017-10,

adopted November 29, 2016, and the Master Indenture, as supplemented by a Third Supplemental Trust Indenture dated as of February 1, 2017 the Issuer has previously issued its \$12,760,000 aggregate principal amount of Triple Creek Community Development District (Hillsborough County, Florida) Special Assessment Bonds, Series 2017B; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2018-09 adopted by the Board of the Issuer on May 15, 2018, and the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture dated as of July 1, 2018 the Issuer has previously issued its \$7,550,000 Triple Creek Community Development District Special Assessment Bonds, Series 2018A; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2019-06 adopted by the Board of the Issuer on May 21, 2019, and the Master Indenture, as supplemented by a Fifth Supplemental Trust Indenture dated as of June 1, 2019 the Issuer has previously issued its \$9,490,000 Triple Creek Community Development District Special Assessment Bonds, Series 2019A; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2019-06 adopted by the Board of the Issuer on May 21, 2019, and the Master Indenture, as supplemented by a Sixth Supplemental Trust Indenture dated as of June 1, 2019 the Issuer has previously issued its \$5,200,000 Triple Creek Community Development District Special Assessment Bonds, Series 2019B; and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2020-15 adopted by the Board of the Issuer on September 15, 2020, and the Master Indenture as supplemented by a Seventh Supplemental Trust Indenture dated as of January 1, 2021, the Issuer has previously issued its \$8,435,000 Triple Creek Community Development District Special Assessment Bonds, Series 2021 (Villages N & P Project); and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2021-26 adopted by the Board of the Issuer on September 21, 2021 and the Master Indenture, as supplemented by a Eighth Supplemental Trust Indenture dated as of December 1, 2021, the Issuer has previously issued its \$7,560,000 Special Assessment Bonds, Series 2021 (Villages Q & R Project); and

WHEREAS, pursuant to the Original Resolution as supplemented by Resolution 2023-__ adopted by the Board of the Issuer on March 21, 2023, the Issuer has authorized the issuance, sale and delivery of its Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds"), as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Ninth Supplemental Indenture to secure the issuance of the Series 2023 Bonds and to set forth the terms of the Series 2023 Bonds; and

WHEREAS, the Board of Supervisors of the Issuer has duly adopted resolutions (the "Assessment Resolutions") pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the Capital Improvement Plan (hereinafter defined), determining the Cost of the Capital Improvement Plan to be financed by the Series 2023 Bonds. The Assessment Resolutions also address the manner in which the Series 2023 Special

Assessments (hereinafter defined) shall be levied against property benefited by the Capital Improvement Plan, direct the preparation of an assessment roll, call for a public hearing of the Issuer at which owners of property to be subject to the Series 2023 Special Assessments may be heard as to the propriety and advisability of undertaking the Capital Improvement Plan, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property subject to the debt assessments, and states the intent of the Issuer to issue bonds, including, but not limited to the Series 2023 Bonds secured by debt assessments to finance the costs of the acquisition and construction of all or a portion of the Capital Improvement Plan and the Board of Supervisors the Issuer has adopted resolutions, following public hearings conducted in accordance with the Act, to fix and establish the debt assessments, including, but not limited to the Series 2023 Special Assessments, and the property upon which such debt assessments will be levied; and

WHEREAS, the Issuer will apply the proceeds of the Series 2023 Bonds to: (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Series 2023 Project, as further described in Exhibit A hereto; (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; and (iii) fund the Series 2023 Debt Service Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Ninth Supplemental Indenture have been duly authorized by the Board of the Issuer and all things necessary to make the Series 2023 Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Ninth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture (the Master Indenture, as supplemented by this Ninth Supplemental Indenture, the "Indenture"), a valid and binding lien on the Series 2023 Pledged Revenues (as hereinafter defined) have been done.

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2023 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2023 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2023 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to The Bank of New York Mellon Trust Company, N.A., 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 2023 Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2023 Bonds issued hereunder and any Bonds issued on a parity with the Series 2023 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

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

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

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2023 Bonds issued and any Bonds issued on a parity with the Series 2023 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2023 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Ninth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Ninth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I **DEFINITIONS**

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

“Acquisition Agreement” shall mean one or more improvement acquisition agreements relating to the Series 2023 Project, between the Landowner and the Issuer.

“Arbitrage Certificate” shall mean that certain Tax Matters Certificate, including arbitrage rebate covenants, of the Issuer, dated as of April __, 2023, relating to certain restrictions on arbitrage under the Code.

“Assessment Resolutions” shall mean Resolutions 2016-04, 2016-05, 2016-07, 2017-11, and 2023-__ of the Issuer dated April 12, 2016, April 12, 2016, May 24, 2016, November 24, 2016, and April _____, 2023, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2023 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial beneficial owner of Series 2023 Bonds does not purchase at least \$100,000 of the Series 2023 Bonds at the time of initial delivery of the Series 2023 Bonds, such beneficial owner must execute and deliver to the Issuer and the Underwriter on the date of delivery of the Series 2023 Bonds an investor letter in the form satisfactory to the Issuer or otherwise establish to the satisfaction of the Underwriter that such beneficial owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Collateral Assignment” shall mean that certain *Collateral Assignment and Assumption of Development Rights* dated as of April __, 2023 between the Issuer and the Landowner, as amended from time to time.

“Completion Agreement” shall mean the *Agreement Between the Triple Creek Community Development District and TC Venture 1, LLC Regarding the Completion of Certain Improvements Series 2023 Bonds* dated as of April __, 2023 between the Issuer and the Landowner as such agreement may be modified from time to time.

“Continuing Disclosure Agreement” shall mean the continuing disclosure agreement for the benefit of the owners of the Series 2023 Bonds, to be entered into among the Issuer, the Landowner, and Rizzetta & Company, Inc., as dissemination agent, and agreed to and acknowledged by the Trustee, dated April __, 2023 in connection with the issuance of the Series 2023 Bonds.

“Debt Service Reserve Requirement” shall mean, with respect to the Series 2023 Bonds, initially, an amount equal to 50% of the maximum annual debt service requirement with respect to the Series 2023 Bonds, as determined from time to time on the date of any such calculation. Notwithstanding the foregoing, (i) upon satisfaction of the Release Conditions the 2023 Reserve Account Requirement shall be reduced to 10% of the maximum annual debt service requirement

of the then Outstanding Series 2023 Bonds. Satisfaction of the Release Conditions shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, The Debt Service Reserve Requirement is initially \$_____.

“Defeasance Securities” shall mean, with respect to the Series 2023 Bonds, to the extent permitted by law, (a) cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in clause (b) hereof), and (b) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury), which are non-callable and non-prepayable.

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

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2023.

“Landowner” shall mean TC Venture 1, LLC, a Delaware limited liability company, and any entity which succeeds to all or any part of the interests and assumes any or all of the responsibilities of said entity, as owner of a majority of the District Lands subject to the Series 2023 Special Assessments.

“Majority Owners” shall mean the Beneficial Owners of more than 50% of the principal amount of the Series 2023 Bonds Outstanding.

“Master Indenture” shall mean the Master Trust Indenture, dated as of June 1, 2012, 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 2023 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2023 Bonds).

“Paying Agent” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors and assigns as Paying Agent hereunder.

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2023 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments.

“Quarterly Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors and assigns as Registrar hereunder.

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

“Release Conditions” shall mean, collectively, the date upon which all homes within the Series 2023 Assessment Area have been built, sold and closed with end-users and all of the principal portion of the Series 2023 Special Assessments has been assigned to such homes.

“Resolution” shall mean, collectively, (i) Resolution 2007-19 of the Issuer dated July 5, 2007, pursuant to which the Issuer authorized the issuance of not exceeding \$120,000,000 aggregate principal amount of its Special Assessment Bonds to finance the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program, and (ii) Resolution 2023-__ of the Issuer adopted March 21, 2023, pursuant to which the Issuer authorized the issuance of the Series 2023 Bonds in an aggregate principal amount not to exceed \$2,500,000 to finance the Series 2023 Project, specifying the details of the Series 2023 Bonds and delegating authority to the Chairman and Vice Chairman to award and sell the Series 2023 Bonds.

“Series 2023 Assessment Area” shall mean shall mean the properties described on Exhibit C hereto.

“Series 2023 Acquisition and Construction Account” shall mean the Account so designated, established as a separate account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Ninth Supplemental Indenture.

“Series 2023 Bond Redemption Fund” shall mean the Series 2023 Bond Redemption Fund established pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Bonds” shall mean the \$_____ aggregate principal amount of Triple Creek Community Development District (Hillsborough County, Florida) Special Assessment Bonds, Series 2023 (Village O Project), to be issued as fully registered bonds in accordance with the provisions of the Master Indenture and this Ninth Supplemental Indenture, and secured and authorized by the Master Indenture and this Ninth Supplemental Indenture.

“Series 2023 Debt Service Reserve Account” shall mean the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Ninth Supplemental Indenture.

“Series 2023 General Account” shall mean the account so designated, established as a separate account under the Series 2023 Bond Redemption Fund pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Interest Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Ninth Supplemental Indenture.

“Series 2023 Pledged Revenues” or “Pledged Revenues” shall mean with respect to the Series 2023 Bonds (a) all revenues received by the Issuer from Series 2023 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture with respect to the Series 2023

Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this proviso).

“Series 2023 Prepayment Account” shall mean the account so designated, established as a separate account under the Series 2023 Bond Redemption Fund pursuant to Section 4.01(g) of this Ninth Supplemental Indenture.

“Series 2023 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2023 Special Assessments being prepaid.

“Series 2023 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 Ninth Supplemental Indenture.

“Series 2023 Project” shall mean the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain infrastructure improvements consisting of roadway improvements, stormwater management facilities, entry and landscape improvements, community recreation facilities, water and sewer facilities, wetland mitigation and off-site improvements pursuant to the Act for the special benefit of the Series 2023 Assessment Area as further described in Exhibit A hereto and which comprise a portion of the Capital Improvement Program.

“Series 2023 Revenue Account” shall mean the Account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this Ninth Supplemental Indenture.

“Series 2023 Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(e) of this Ninth Supplemental Indenture.

“Series 2023 Special Assessments” shall mean a portion of the Special Assessments levied, corresponding in amount to the debt service on the Series 2023 Bonds.

The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the forms of Series 2023 Bonds), refer to the entire Indenture.

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

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

[End of Article I]

ARTICLE II
THE SERIES 2023 BONDS

SECTION 2.01 Amounts and Terms of Series 2023 Bonds; Issue of Series 2023 Bonds. The Series 2023 Bonds are hereby authorized to be issued in the aggregate principal amount of \$_____ for the purposes enumerated in the recitals hereto.

The Series 2023 Bonds shall be a separate Series of Bonds for all purposes under the Indenture, including but not limited to, determining requisite percentages for consent or control by Owners and consents to amendments and the occurrence of defaults and Events of Default. The Series 2023 Bonds shall be secured by the Series 2023 Pledged Revenues. The Series 2023 Bonds are not cross secured or cross defaulted with any other Series of Bonds issued under the Master Indenture.

Any and all Series 2023 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2023 Bonds upon execution of this Ninth 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 2023 Bonds and deliver them as specified in the request.

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

SECTION 2.03 Authentication. The Series 2023 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2023 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04 Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2023 Bonds.

(a) The Series 2023 Bonds are being issued hereunder in order to provide funds (i) for the payment of a portion of the costs of the Series 2023 Project, (ii) to fund the Series 2023 Debt Service Reserve Account, and (iii) to pay the costs of issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be designated "Triple Creek Community Development District (Hillsborough County, Florida) Special Assessment Bonds, Series 2023 (Village O Project)", and shall be issued as fully registered bonds without coupons in Authorized Denominations. The Series 2023 Bonds shall be numbered consecutively from R-1 and upwards.

(b) The Series 2023 Bonds shall be dated the date of delivery thereof. Interest on the Series 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2023, in which case from April __, 2023 (being the date of original issuance), 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 2023 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2023 Bonds on the day before the default occurred.

(c) Except as otherwise provided in Section 2.07 of this Ninth Supplemental Indenture in connection with a book-entry-only system of registration of the Series 2023 Bonds, the principal or Redemption Price of the Series 2023 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2023 Bonds. Except as otherwise provided in Section 2.07 of this Ninth Supplemental Indenture in connection with a book-entry-only system of registration of the Series 2023 Bonds, the payment of interest on the Series 2023 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2023 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 2023 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2023 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each 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 2023 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05 Terms of the Series 2023 Bonds.

(a) The Series 2023 Bonds will mature in the following principal amounts on the dates indicated below, subject to the right of prior redemption in accordance with their terms, and bear interest as set forth below:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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SECTION 2.06 Disposition of Series 2023 Bond Proceeds.

From the proceeds of the Series 2023 Bonds received by the Trustee,

(i) \$ _____ (which is an amount equal to the initial Debt Service Reserve Requirement in respect of the Series 2023 Bonds) shall be deposited in the Series 2023 Debt Service Reserve Account of the Debt Service Reserve Fund,

(ii) \$ _____, constituting all remaining net proceeds of the Series 2023 Bonds, shall be deposited in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund. The proceeds deposited to the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund shall be applied to costs of issuance and then to Series 2023 Project Costs in accordance with Article V of the Master Indenture and Section 4.01(a) hereof and any excess shall be applied as provided in Section 4.01(a) hereof.

SECTION 2.07 Book-Entry Form of Series 2023 Bonds. The Series 2023 Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York, which is responsible for establishing and maintaining records of ownership for its participants. While the Series 2023 Bonds are held in a book-entry-only system, such Series 2023 Bonds are not required to be presented for payment at maturity or upon redemption.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2023 Bonds in the form of fully registered Series 2023 Bonds in accordance with the instructions from Cede & Co. Prior to any transfer of a Series 2023 Bond outside of the Book-Entry Only system (including, but not limited to, the initial transfer outside the Book-Entry Only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

SECTION 2.08 Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, the Bond Register (the “Bond Register”) for the registration, transfer and exchange of the Series 2023 Bonds, and hereby appoints The Bank of New York Mellon Trust Company, N.A. as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Bank of New York Mellon Trust Company, N.A. hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without

charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints The Bank of New York Mellon Trust Company, N.A. as Paying Agent for the Series 2023 Bonds. The Bank of New York Mellon Trust Company, N.A. hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

[End of Article II]

ARTICLE III
REDEMPTION OF SERIES 2023 BONDS

SECTION 3.01 Redemption Dates and Prices. The Series 2023 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 2023 Bonds shall be made on the dates hereinafter required. If less than all the Series 2023 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2023 Bonds or portions of the Series 2023 Bonds to be redeemed as provided in this Section 3.01. Partial redemptions of Series 2023 Bonds shall be made in such a manner that the remaining Series 2023 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2023 Bond of each maturity.

(a) Optional Redemption.

The Series 2023 Bonds may, at the option of the District, be called for redemption prior to maturity in whole or in part on any date on or after _____ 1, 20__ (the maturities to be selected by the District and if less than all of a maturity, the Series 2023 Bonds to be selected by a lot), at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) in whole, on any date, or in part, on any Quarterly Redemption Date, from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Account following the payment in whole or in part of Series 2023 Special Assessments in accordance with the provisions of Section 4.03(a) of this Ninth Supplemental Indenture, together with excess moneys transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund resulting from such Series 2023 Special Assessment prepayments pursuant to Section 4.01(f)(ii) of this Ninth Supplemental Indenture;

(ii) in whole or in part on any date, on or after the Completion Date of the Series 2023 Project, by application of moneys remaining in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2023 Project, all of which shall be transferred as specified in Section 4.01(a) hereof to the Series 2023 General Account of the Series 2023 Bond Redemption Fund, credited toward extinguishment of the Series 2023 Special Assessments and applied toward the redemption of the Series 2023 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2023 Special Assessments which the Issuer shall describe to the Trustee in writing;

(iii) in whole or in part on any date, from amounts on deposit in the Series 2023 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2023 Bonds and transferred to the Series 2023 General Account of the Series 2023 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(f) hereof to be used for the extraordinary mandatory redemption of the Series 2023 Bonds; and

(iv) in whole on any date, from moneys, if any, on deposit in the Series 2023 Accounts in the Series 2023 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Series 2023 Outstanding Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture;

(c) Mandatory Sinking Fund Redemption.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

Year <u>(November 1)</u>	Principal <u>Amount</u>
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* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

Year <u>(November 1)</u>	Principal <u>Amount</u>
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* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
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* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
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* Maturity.

SECTION 3.02 Notice of Redemption. When required to redeem Series 2023 Bonds under any provision of this Ninth Supplemental Indenture or directed to redeem Series 2023 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2023 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture and the form of the Series 2023 Bonds attached hereto.

[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 2023 Acquisition and Construction Account.” Proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Ninth Supplemental Indenture, and such moneys in the Series 2023 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 3.01(b)(ii) of this Ninth Supplemental Indenture.

Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition, substantially in the form set forth in Exhibit C attached hereto, signed by a Responsible Officer and, except for payments of costs of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer, which certificate shall be part of the requisition. The Trustee shall be entitled to conclusively rely on such certification to pay such requisition.

After the Completion Date of the Series 2023 Project and after retaining in the Series 2023 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2023 Project set forth in the Engineers’ Certificate establishing such Completion Date, any funds remaining in the Series 2023 Acquisition and Construction Account thereof shall be transferred into the Series 2023 General Account of the Series 2023 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2023 Bonds.

Notwithstanding the foregoing, the District shall not declare that the Completion Date has occurred until after the Release Conditions have been satisfied and all moneys transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Acquisition and Construction Account have been expended or the District Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Series 2023 Project.

(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 2023 Revenue Account”. All amounts received by the Issuer or the Trustee from the levy of the Series 2023 Special Assessments (except for Prepayment Principal of Series 2023 Special Assessments as designated in writing by the Issuer upon delivery to the Trustee, which shall be deposited in the Series 2023 Prepayment Account) shall be deposited by the Trustee into the Series 2023 Revenue Account, which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Ninth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the “Series 2023 Principal Account”. Moneys shall be deposited into the Series 2023 Principal Account as provided in Article VI of the

Master Indenture and Section 4.02 of this Ninth 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 2023 Interest Account”. Moneys deposited into the Series 2023 Interest Account pursuant to the Master Indenture and Section 4.02 of this Ninth Supplemental Indenture, shall be applied for the purposes provided therein and as provided in Section 4.01(g)(ii) of this Ninth Supplemental Indenture.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the “Series 2023 Sinking Fund Account”. Moneys shall be deposited into the Series 2023 Sinking Fund Account as provided in Article VI of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Ninth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an account within the Debt Service Reserve Fund designated as the “Series 2023 Debt Service Reserve Account”. As long as there exists no default under the Indenture to the actual knowledge of a Responsible Officer of the Trustee and the amounts in the Series 2023 Debt Service Reserve Account are not reduced below the Debt Service Reserve Requirement, earnings on investments in the Series 2023 Debt Service Reserve Account shall be transferred: prior to the Completion Date to the Series 2023 Acquisition and Construction Account to be used and applied as set forth in Article V of the Master Indenture, then, after the Completion Date, to the Series 2023 Revenue Account. If as of the last date on which amounts on deposit in the Series 2023 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2023 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2023 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2023 Debt Service Reserve Account for the Series 2023 Bonds shall be deposited to the credit of the Series 2023 Debt Service Reserve Account for the Series 2023 Bonds until the amount on deposit therein equals the Debt Service Reserve Requirement for the Series 2023 Bonds.

Proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Debt Service Reserve Account in the amount set forth in Section 2.06 of this Ninth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2023 Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f)(i).

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall determine the amount on deposit in the Series 2023 Debt Service Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series 2023 Debt Service Reserve Account, from the first legally available sources of the District. Any such surplus in the Series 2023 Debt Service Reserve Account as a result of having met the Release Conditions shall be deposited to the Series 2023 Acquisition and Construction Account to be used for the purposes of such Account and all other such surplus shall

be deposited to Series 2023 General Account of the Series 2023 Bond Redemption Fund for the extraordinary mandatory redemption of Series 2023 Bonds in accordance with Section 3.01(b)(iii).

In the event that on any date the amount of proceeds of the Series 2023 Bonds on deposit in the Series 2023 Debt Service Reserve Account exceeds the Debt Service Reserve Requirement with respect to the Series 2023 Bonds due to a decrease in the amount of Series 2023 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a Series 2023 Special Assessment against such lot or parcel as provided in Section 4.03(a) of this Ninth Supplemental Indenture, the amount to be released shall be transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund, as a credit against the Series 2023 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the “Series 2023 Bond Redemption Fund” and within such Fund, a “Series 2023 General Account” and a “Series 2023 Prepayment Account”. Except as otherwise provided in this Ninth Supplemental Indenture, moneys to be deposited into the Series 2023 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2023 General Account of the Series 2023 Bond Redemption Fund. Series 2023 Special Assessment prepayments shall be deposited directly into the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund as provided in the Indenture.

(i) Moneys in the Series 2023 General Account of the Series 2023 Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2023 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2023 General Account of the Series 2023 Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii) and (iii) hereof an amount of Series 2023 Bonds equal to the amount of money transferred to the Series 2023 General Account of the Series 2023 Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption on each Quarterly Redemption Date on which Series 2023 Bonds are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2023 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of Series 2023 Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund (including all earnings on investments held in such Prepayment Account of the Series 2023 Bond Redemption Fund) shall be used to call for redemption pursuant to Section 3.01(b)(i) hereof. On the forty-fifth day preceding each Quarterly Redemption Date (or if such forty-fifth day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2023 Prepayment Account and, if the balance therein is greater than zero, shall transfer (but only after transferring sufficient amounts as directed in writing by the Issuer to make the transfers required by Section 4.01(g)(i) FIRST above and confirming that such transfer will not result in a deficiency in any of the transfers required by Section 4.02 FIRST through FIFTH below), from the Series 2023 Revenue Account for deposit into the Series 2023 Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2023 Bonds on the next succeeding redemption date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2023 Prepayment Account in accordance with the provisions for extraordinary mandatory redemption of the Series 2023 Bonds. All interest due in regard to such prepayments shall be paid from the Series 2023 Interest Account

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

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2023 Interest Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the interest on the Series 2023 Bonds due on such May 1 or November 1, less any amount on deposit in the Series 2023 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each November 1, to the Series 2023 Principal Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the principal amount of Series 2023 Bonds Outstanding maturing on such November 1, if any, less any amounts on deposit in the Series 2023 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, to the Series 2023 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the principal amount of Series 2023 Bonds subject to sinking fund redemption on such November 1, if any, less any amount on deposit in the Series 2023 Sinking Fund Account not previously credited;

FOURTH, not later than the Business Day next succeeding each Interest Payment Date, to the Series 2023 Debt Service Reserve Account, an amount from the Series 2023 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2023 Bonds; and

FIFTH, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2023 Revenue Account, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

Notwithstanding the foregoing, at any time the Series 2023 Bonds are subject to redemption on a date which is not a May 1 or November 1, the Trustee shall be authorized to transfer from the Series 2023 Revenue Account to the Series 2023 Interest Account, the amount necessary (together with any amounts in the Series 2023 Interest Account and not otherwise previously credited) to pay interest on the Series 2023 Bonds subject to redemption on such date.

Moneys held for the credit of the Series 2023 Revenue Account which are not otherwise required to be deposited pursuant to this Section shall be retained therein and applied on subsequent dates for the purposes and in the priority set forth above.

SECTION 4.03 Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2023 Special Assessments may, at its option, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2023 Special Assessments by paying to the Issuer all or a portion of the Special Assessments, which shall constitute Series 2023 Prepayment Principal, as directed in writing by the Issuer pursuant to the provisions of Section 4.01(g)(ii) of this Ninth Supplemental Indenture, plus accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within 45 calendar days before a Quarterly Redemption Date); provided, however, to the extent that such payments are to be used to redeem Series 2023 Bonds, in the event the amount in the Series 2023 Debt Service Reserve Account will exceed the Debt Service Reserve Requirement for the Series 2023 Bonds as a result of a Prepayment in accordance with this Section 4.03(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Ninth Supplemental Indenture of such Series 2023 Bonds, the excess amount shall be transferred from the Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund, as a credit against the Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2023 Debt Service Reserve Account to equal or exceed the Debt Service Reserve Requirement for the Series 2023 Bonds, and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2023 Bonds there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2023 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2023 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2023 Special Assessment has been paid in whole or in part and that such Series 2023 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2023 Prepayment Account of the Series 2023

Bond Redemption Fund to be applied in accordance with Section 4.01(g)(ii) of this Ninth Supplemental Indenture, to the redemption of Series 2023 Bonds in accordance with Section 3.01(b)(i) of this Ninth Supplemental Indenture.

(c) In addition to the Prepayments described in paragraph (a) above, any landowner or any Person, on behalf of such landowner, may present to the Issuer, Series 2023 Bonds purchased in the open market for cancellation and such cancellation of such purchased Series 2023 Bonds shall constitute an optional prepayment of the Series 2023 Special Assessments as provided in this paragraph. Except as provided in the next succeeding sentence, such landowner shall receive the benefit of a reduction, in whole or in part, of the lien of the Series 2023 Special Assessments levied by the Issuer against the lands of such landowner equal to principal amount of the Series 2023 Bonds so surrendered. The landowner may designate the specific lots or parcels to which such reduction shall apply. If the Series 2023 Debt Service Reserve Account would exceed the Debt Service Reserve Requirement for the remaining Outstanding Series 2023 Bonds as a result of such optional prepayment described in this paragraph (c), such excess amount shall be applied for the partial extraordinary redemption of the Series 2023 Bonds Outstanding after such cancellation pursuant to Section 3.01(b)(i) hereof.

(d) The Trustee shall calculate the Series 2023 Reserve Account Requirement (i) pursuant to Section 4.03(a) hereof, in connection with an optional prepayment by the owner of a lot or parcel of land of Series 2023 Special Assessments against such lot or parcel or a mandatory true-up payment, and (ii) pursuant to the Section 4.03(c) hereof, on the fortieth (40th) day preceding each redemption date. Absent manifest error, the Trustee's calculation shall be conclusive and binding.

SECTION 4.04 Power to Issue Series 2023 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2023 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2023 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2023 Bonds, except for Bonds issued to refund all or a portion of the Series 2023 Bonds. The Series 2023 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2023 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.05 Series 2023 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2023 Project in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2023 Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.06 Series 2023 Acquisition and Construction Account Moneys Following an Event of Default . During the continuance of an Event of Default specified in Subsections 10.02(g) or 10.02(h) of the Master Indenture, disbursements from the Series 2023

Acquisition and Construction Account shall be made only with the consent of the Majority Owners, provided that no such consent shall be required for disbursements for costs incurred by the Issuer under acquisition or construction contracts entered into prior to the occurrence of such Event of Default which costs relate to work performed before the later of (i) 30 days after the occurrence of such Event of Default or (ii) the earliest date on which the Issuer is entitled to suspend or terminate such acquisition or construction contract in its discretion.

[End of Article IV]

ARTICLE V
ASSESSMENTS COVENANTS AND PROVISIONS

SECTION 5.01 Additional Covenant Regarding Series 2023 Special Assessments.
In addition, and not in limitation of, the covenants contained elsewhere in this Ninth 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 2023 Special Assessments, including the assessment methodology reports, prepared by Rizzetta & Co., Inc. (collectively, the “Assessment Methodology Reports”), and to levy and collect the Series 2023 Special Assessments and any required true up payments as set forth in the Assessment Methodology Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2023 Bonds, when due.

SECTION 5.02 Collection of Assessments. Pursuant to Section 9.04 of the Master Trust Indenture and subject to the Issuer entering into a Property Appraiser and Tax Collector Agreement, Series 2023 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2023 Bonds will be collected pursuant to the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended, provided, however, that notwithstanding Section 9.04 or Section 9.05 of the Master Indenture, the Issuer may, and shall at the written direction of the Majority Owners, collect Series 2023 Special Assessments on any lands as to which there are delinquent Series 2023 Special Assessments by foreclosure pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law. Alternatively, and unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default for any given fiscal year, the District may also directly collect Series 2023 Special Assessments levied on platted lots owned by the Landowner.

SECTION 5.03 Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2023 Special Assessments and Series 2023 Bonds: If any property shall be offered for sale at a foreclosure sale for the nonpayment of any Series 2023 Special Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2023 Special Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), the Issuer, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2023 Bonds Outstanding, specifying whether the Issuer is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the Series 2023 Special Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if any), from any legally available funds of the Issuer or by credit bidding any final foreclosure judgment and the Issuer shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2023 Bonds and the Issuer, in its proportionate share, to the extent that operation and

maintenance assessments were also subject to the foreclosure resulting in such foreclosure sale. The Issuer, either through its own actions, or actions caused to be taken by the Issuer through the Trustee (acting at the written direction of the Majority Owners of the Series 2023 Bonds Outstanding and being indemnified to its satisfaction), shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2023 Revenue Account (less the proportionate amount the Issuer may be due from the foreclosure of any operation and maintenance assessments). The Issuer, either through its own actions, or actions caused to be taken by the Issuer through the Trustee (acting at the written direction of the Majority Owners of the Series 2023 Bonds Outstanding and being indemnified to its satisfaction), agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2023 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee, acting at the written direction of the Majority Owners of the Series 2023 Bonds Outstanding. The Issuer may pay costs associated with any actions taken by the Issuer or the Trustee pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2023 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2023 Special Assessments that are billed directly by the Issuer, that the entire Series 2023 Special Assessments levied on the property for which such installment of Series 2023 Special Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2023 Bonds Outstanding, the Issuer shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2023 Special Assessments, including interest and penalties and (ii) unless otherwise directed by the Trustee (acting at the direction of the Majority Owners), the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

(c) Notwithstanding anything to the contrary herein, the District shall be entitled to pursue its own actions and/or claims for collection of operation and maintenance assessments, or claims for moneys or performance under a contract, in its sole and absolute discretion.

(d) For the avoidance of doubt and notwithstanding anything to the contrary herein, the Trustee shall only be required to act under this Section 5.03 to the extent it receives timely written directions upon which it may conclusively rely from the Majority Owners and has been indemnified to its satisfaction. However, for any District action that is dependent upon first receiving written direction from the Trustee acting on behalf of the Majority Holders of the Bonds Outstanding, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds Outstanding, to the proposed action if the

District does not receive written direction from the Trustee within thirty (30) days or such shorter amount of time as would be required to comply with a ruling of the applicable court following receipt by the Trustee of a written request for direction.

SECTION 5.04 Additional Matters Relating to Series 2023 Special Assessments and Assessment Proceedings. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2023 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this Ninth Supplemental Indenture. All Series 2023 Special Assessments that are billed and collected directly by the Issuer shall be due and payable by the applicable Landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

SECTION 5.05 Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 5.05 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 at least three percent (3%) of the Series 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding (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”).

(b) The Issuer acknowledges and agrees that, although the Series 2023 Bonds were issued by the Issuer, the Owners of the Series 2023 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the Issuer hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2023 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Outstanding Series 2023 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within forty-five (45) days following receipt by the Trustee of the written request for consent);

(ii) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Series 2023 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the Issuer hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within forty-five (45) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right (but shall not be obligated to), by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the Issuer, as claimant with respect to the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the Issuer shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2023 Special Assessments relating the Series 2023 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The Issuer shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the Issuer's claim and rights with respect to the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the Issuer shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the Issuer in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee; provided, however, that the Issuer shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

(d) Notwithstanding anything herein to the contrary, the Trustee shall only act in connection with a Proceeding upon timely written direction of the Majority Owners, upon which the Trustee may conclusively rely, together with indemnity satisfactory to the Trustee sufficient to cover any fees, costs and expenses (including attorney's fees, costs and expenses) of the Trustee or that may be incurred by the Trustee in connections with such Proceeding. The Trustee shall have no liability for any failure to act with respect to any Proceeding if it does not receive such written direction and indemnity in a sufficiently timely manner in order for the Trustee to meet any deadline, applicable to such Proceeding and the Trustee shall be entitled to all of the rights and protections granted to it under Article XI of the Master Indenture regardless of whether there exists an Event of Default. The Issuer shall notify a Responsible Officer of the Trustee in writing (the "Bankruptcy Notice") within five (5) Business Days from the day it obtains knowledge of any Proceeding. In addition to giving notice of the Proceeding in reasonable detail, the Bankruptcy Notice shall also specifically reference this Section 5.05(d). In the event that the Trustee receives any moneys as the result of a Proceeding, the Trustee shall first reimburse any of its outstanding fees and/or the fees, costs and expenses incurred in connection with the Proceedings (including attorney's fees, costs and expenses) prior to otherwise distributing such moneys.

SECTION 5.06 Adjustment of Special Assessments upon Prepayment of Bonds
Funds transferred from the Series 2023 Acquisition and Construction Account for any reason and applied to the redemption of the Series 2023 Bonds shall be credited against the Series 2023 Special Assessments in accordance with Section 170.08, Florida Statutes. If the Series 2023 Project has been completed in accordance the original description thereof and all residential homesites are developed with infrastructure as contemplated, such credits shall be pro rata to all the assessed lands. If, however, the Series 2023 Project has not been completed, such credits shall be allocated to properly apportion the burden of the Series 2023 Special Assessments paid in accordance with the benefits actually received, thus eliminating or reducing the Series 2023 Special Assessments on lands, if any, not fully or proportionately benefiting from the uncompleted Series 2023 Project (the "Revised Series 2023 Project"), subject to and based on the methodology set forth in the Assessment Methodology Reports, and as determined by the District's Assessment Consultant. Before taking action to reallocate the Series 2023 Special Assessments based upon the Revised Series 2023 Project, the Consulting Engineer shall provide to the Issuer, Majority Owners and Trustee a certified opinion of the final scope and cost of the Revised Series 2023 Project (the "Engineer's Certificate"). The Majority Owners shall have thirty (30) days to review the Engineer's Certificate. In the event that the Majority Owners dispute the

Engineer's Certificate, the Issuer and Majority Owners shall use good faith best efforts to resolve such dispute. If the Issuer and Majority Owners are unable to resolve any such dispute, the Issuer and Majority Owners agree to jointly select a third-party engineer and/or assessment consultant whose decision as to such dispute shall be binding for purposes of reallocating the Series 2023 Special Assessments.

ARTICLE VI
LIMITATION ON ADDITIONAL BONDS

SECTION 6.01 Limitation on Additional Bonds.

(a) Other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the Issuer results in present value debt service savings, the Issuer shall not issue or incur any debt payable in whole or in part from the Series 2023 Pledged Revenues.

(b) So long as there are any Series 2023 Bonds Outstanding, the Issuer shall not issue any Bonds or other debt obligations (the “Additional Bonds”) secured by Special Assessments on any portion of the land subject to the Series 2023 Special Assessments without the consent of the Majority Owners, provided that the Issuer may issue Additional Bonds secured by Special Assessments on any portion of the land subject to the Series 2023 Special Assessments after at least seventy-five percent (75%) of the principal amount of the Series 2023 Special Assessments have been allocated to residences for which certificates of occupancy have been obtained.

(c) The provisions of the preceding Subsection (b) shall not prohibit Bonds or other debt obligations secured by Special Assessments on properties other than the Series 2023 Special Assessment Area. Further, the foregoing restrictions shall not preclude the imposition of capital Special Assessments on property subject to the Series 2023 Special Assessments which are necessary, as determined by the District, for health, safety or welfare reasons or to remediate a natural disaster or operation and maintenance assessments.

(d) Prior to the delivery of any such Additional Bonds or other debt obligations, the Trustee shall receive a certificate from the District Manager on which it may conclusively rely that all of the applicable conditions set forth above have been met.

ARTICLE VII
CONCERNING THE TRUSTEE

SECTION 7.01 Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Ninth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Ninth Supplemental Indenture.

SECTION 7.02 Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Ninth Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

SECTION 7.03 Trustee's Duties. Except as otherwise expressly stated in this Ninth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Ninth Supplemental Indenture.

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

SECTION 7.05 Electronic Means. The Trustee shall have the right to accept and act upon directions or instructions given in connection with the Series 2023 Bonds and delivered using Electronic Means (defined below); provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee's understanding of such directions or instructions shall be deemed controlling. The Issuer understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to

the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

SECTION 8.01 Interpretation of Supplemental Indenture. This Ninth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2023 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Ninth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Ninth Supplemental Indenture shall be read and construed as one document. To the extent that any of the terms of the Master Indenture conflict with this Ninth Supplemental Indenture, the terms of this Ninth Supplemental Indenture shall control.

SECTION 8.02 Continuing Disclosure Agreement 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; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

SECTION 8.03 Assignment of Collateral Assignment. The Issuer may assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2023 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

SECTION 8.04 Amendments. Any amendments to this Ninth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 8.05 Counterparts. This Ninth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 8.06 Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Ninth Supplemental Indenture are hereby incorporated herein and made a part of this Ninth Supplemental Indenture for all purposes.

SECTION 8.07 Payment Dates. In any case in which an Interest Payment Date, redemption date or the maturity date of the Series 2023 Bonds or the date fixed for the redemption of any Series 2023 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 8.08 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 2023 Bonds.

SECTION 8.09 Notice Address for Trustee. For purposes of the Master Indenture as supplemented by this Ninth Supplemental Indenture, the address for the Trustee set forth in Section 15.06 of the Master Indenture is revised to read as follows:

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attn: Corporate Trust

[End of Article VIII]

[Signature pages follow.]

[Signature page to Ninth Supplemental Trust Indenture.]

IN WITNESS WHEREOF, Triple Creek Community Development District has caused this Ninth Supplemental Trust Indenture to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and The Bank of New York Mellon Trust Company, N.A. has caused this Ninth Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Chairman, Board of Supervisors

Assistant Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee,
Paying Agent and Registrar

By: _____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2023 PROJECT

For purposes of this Ninth Supplemental Indenture, the Series 2023 Project consists of the following improvements, as such improvements may be modified from time to time by a certificate delivered and approved by the Board that details the proposed amendment:

Infrastructure improvements for Village O as such improvements and costs are generally described and included in the District Engineer's Supplemental Engineering Report, Special Assessment Bonds, Series 2023 (O), dated March 21, 2023.

EXHIBIT B

[FORM OF SERIES 2023 BOND]

RA-01

\$ _____

UNITED STATES OF AMERICA

STATE OF FLORIDA

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
(Hillsborough County, Florida)
SPECIAL ASSESSMENT BOND, SERIES 2023
(VILLAGE O PROJECT)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	November 1, 20__	__, 20__	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ MILLION _____ HUNDRED _____ THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Triple Creek Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. located in East Syracuse, New York, as paying agent (said bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the principal amount set forth above with interest thereon, at the rate per annum set forth above (subject to adjustment as described herein), payable on the first day of May and November of each year, commencing November 1, 2023. Principal of this Bond is payable at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. located in East Syracuse, New York, in lawful money of the United States of America. Except when registration of this Bond is being maintained pursuant to a book-entry-only system, interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by The Bank of New York Mellon Trust Company, N.A., as Registrar (said Registrar and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of this Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding

the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date hereof is prior to November 1, 2023, in which case from April __, 2023, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). The foregoing notwithstanding, any Owner of Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date. Notwithstanding the foregoing, while this Bond is held in a book-entry system of registration, the payments hereon shall be made in accordance with the procedures of such book-entry system.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2023 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE COUNTY, THE STATE, OR ANY 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, SERIES 2023 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 POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized series of Bonds of Triple Creek Community Development District (the "Issuer"), a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") designated as "Triple Creek Community Development District (Hillsborough County, Florida) Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds" or the "Bonds"), in the aggregate principal amount of \$ _____ of like date, tenor and effect, except as to number. The Series 2023 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act. Proceeds of the Series 2023 Bonds shall be used (i) to pay a portion of the costs of the Issuer's Series 2023 Project, (ii) to fund the Debt Service Reserve Requirement

for the Series 2023 Bonds and (iii) to pay the costs of issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Series 2023 Bonds are issued under, and are secured and governed by, a Master Trust Indenture dated as of June 1, 2012 (the “Master Indenture”), by and between the Issuer and the Trustee and a Ninth Supplemental Trust Indenture dated as of April 1, 2023 (the “Ninth Supplemental Indenture”), by and between the Issuer and the Trustee (the Master Indenture and the Ninth Supplemental Indenture together are referred to herein as the “Indenture”), executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

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 2023 Bonds issued under the Indenture, the operation and application of the Series 2023 Debt Service Reserve Account and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and interest on the Series 2023 Bonds, the levy, and the evidencing and certifying for collection, of Series 2023 Special Assessments, the nature and extent of the security for the Series 2023 Bonds, the terms and conditions on which the Series 2023 Bonds are issued and on which refunding Bonds payable from Pledged Revenues may be issued on a parity herewith, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2023 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2023 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, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2023 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 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 Series 2023 Special Assessments to secure and pay the Series 2023 Bonds.

The Series 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2023

Bonds shall be made on the dates specified below. Except as otherwise provided in the Indenture, if less than all the Series 2023 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2023 Bonds or portions of the Series 2023 Bonds to be redeemed pro rata between the Series 2023 Bonds based on the original principal amount Outstanding and within each Series, by lot. Partial redemption of Series 2023 Bonds shall be made in such a manner that the remaining Series 2023 Bonds held by each Bondholder shall be in Authorized Denominations.

Optional Redemption

The Series 2023 Bonds may, at the option of the District, be called for redemption prior to maturity in whole or in part on any date on or after _____ 1, 20__ (the maturities to be selected by the District and if less than all of a maturity, the Series 2023 Bonds to be selected by a lot), at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Extraordinary Mandatory Redemption

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) in whole, on any date, or in part, on any Quarterly Redemption Date, from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Account following the payment in whole or in part of Series 2023 Special Assessments in accordance with the provisions of Section 4.03(a) of this Ninth Supplemental Indenture, together with excess moneys transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund resulting from such Series 2023 Special Assessment prepayments pursuant to Section 4.01(f)(ii) of this Ninth Supplemental Indenture;

(ii) in whole or in part on any date, on or after the Completion Date of the Series 2023 Project, by application of moneys remaining in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2023 Project, all of which shall be transferred as specified in Section 4.01(a) hereof to the Series 2023 General Account of the Series 2023 Bond Redemption Fund, credited toward extinguishment of the Series 2023 Special Assessments and applied toward the redemption of the Series 2023 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2023 Special Assessments which the Issuer shall describe to the Trustee in writing;

(iii) in whole or in part on any date, from amounts on deposit in the Series 2023 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2023 Bonds and transferred to the Series 2023 General

Account of the Series 2023 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(f) hereof to be used for the extraordinary mandatory redemption of the Series 2023 Bonds; and

(iv) in whole on any date, from moneys, if any, on deposit in the Series 2023 Accounts in the Series 2023 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Series 2023 Outstanding Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture;

(c) Mandatory Sinking Fund Redemption.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

* Maturity.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the

Indenture and the owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture, provided that if at the time of mailing of notice of redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

This Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company, New York, New York (“DTC”), which shall act as securities depository for the Bonds, with no physical distribution of Bonds to be made. Any provisions of the Indenture or this Bond requiring physical delivery of Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds (“Beneficial Owners”).

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

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar. Except when registration of the Bonds is being maintained pursuant to a book-entry-only system, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of Bonds, but the Issuer may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the Issuer nor the Registrar shall be required (a) to transfer or exchange Bonds for a period of fifteen (15) days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any

notice of redemption; or (b) to transfer or exchange any Bond called for redemption in whole or in part.

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

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

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

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

TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County, Florida, rendered on the 8th day of October, 2007.

TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT

Chair

ABBREVIATIONS

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

TEN COM as tenants in common
TEN ENT as tenants by the entireties
JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian (Minor)
(Cust) Act
under Uniform Gifts to Minors Act
(State)

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

ASSIGNMENT

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

Dated:

Social Security Number or
Employer Identification
Number of Transferee:

Signature guaranteed:

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

EXHIBIT C
SERIES 2023 ASSESSMENT AREA

Exhibit B

**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
(HILLSBOROUGH COUNTY, FLORIDA)**

\$[_____]
**SPECIAL ASSESSMENT BONDS,
SERIES 2023 (VILLAGE O PROJECT)**

BOND PURCHASE CONTRACT

April [___], 2023

Board of Supervisors
Triple Creek Community Development District
Hillsborough County, Florida

Ladies and Gentlemen:

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

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's \$[_____] aggregate principal amount of Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds"). The Series 2023 Bonds shall be dated as of 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 Series 2023 Bonds shall be \$[_____] (representing the \$[_____] aggregate principal amount of the Series 2023 Bonds [plus/less net original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]). Payment of the purchase price and delivery of the Series 2023 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Series 2023 Bonds. The Series 2023 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Ordinance No. 07-14, enacted by the Board of County Commissioners of the County on May 11, 2007, as supplemented by Ordinance 15-18, enacted on July 22, 2015 and amended by Ordinance 21-6,

enacted on February 10, 2021 (the "Ordinance"). The Series 2023 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of June 1, 2012 (the "Master Indenture"), as amended and supplemented with respect to the Series 2023 Bonds by a Ninth Supplemental Trust Indenture dated as of April 1, 2023 (the "Ninth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and by Resolution No. 2007-19 adopted by the Board of Supervisors of the District (the "Board") on July 5, 2007, as supplemented by Resolution 2023-[] adopted by the Board of the Issuer on March 21, 2023 (collectively, the "Bond Resolution"). The Series 2023 Special Assessments comprising the Pledged Revenues for the Series 2023 Bonds have been levied by the District on those lands within the District specially benefited by the Village O Project pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

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

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

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

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

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

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

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

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

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

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

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

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

Limited Offering Memorandum the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Indenture, the Series 2023 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, TC Venture 1, LLC, a Delaware limited liability company (the "Landowner"), and Rizzetta & Company, Incorporated, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as APPENDIX F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) [Agreement between the District and the Landowner Regarding the Completion of Certain Improvements, dated as of the Closing Date (the "Completion Agreement"), Agreement between the District and the Landowner Regarding the Acquisition of Certain Work Product, Improvements and Real Property, dated as of the Closing Date (the "Acquisition Agreement"), Collateral Assignment and Assumption of Development Rights in recordable form by and between the District and the Landowner, dated as of the Closing Date (the "Collateral Assignment"), Agreement by and between the District and the Landowner Regarding the True-Up and Payment of Series 2023 Special Assessments in recordable form, dated as of the Closing Date (the "True-Up Agreement"), and Declaration of Consent in recordable form by the Landowner dated as of the Closing Date (the "Declaration")] are collectively referred to herein as the "Ancillary Agreements."

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

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Series 2023 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2023 Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the Collection Agreement to provide for the collection of the Series 2023 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 to which it is a party and the Series 2023 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and 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 Series 2023 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the

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

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision, executive order, 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 Series 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, executive order, 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 Series 2023 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2023 Bonds, the Ancillary Agreements or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2023 Bonds, or under the Series 2023 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2023 Bonds (as to which no representations or warranties are made);

(f) The descriptions of the Series 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Village O Project, to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Series 2023 Bonds, the Financing Documents, the Ancillary Agreements and the Village O Project, respectively;

(g) The Series 2023 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance, execution and delivery of the Series 2023 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Series 2023 Bonds, a legally valid and binding pledge of and first lien on the Series 2023 Pledged Revenues, in each case subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights general and the application of equitable principles where equitable remedies are sought. On the Closing Date, all conditions precedent to the issuance of the Series 2023 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, 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 the best of the District's 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 Series 2023 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum, or the collection of Series 2023 Special Assessments, or the pledge of and lien on the Series 2023 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 Series 2023 Bonds, or the authorization of the Village O Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Series 2023 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of interest on the Series 2023 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Series 2023 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Series 2023 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2023 Bonds; provided, however, that in no event shall the District be required to submit to the jurisdiction of any other state or states and 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, and provided further that the District shall not be required to pay any fees to register as dealer or broker in any jurisdiction;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other

than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner" and "UNDERWRITING";

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

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

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

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

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

(p) The District has not been notified of any listing or the proposed listing of the District by the Internal Revenue Service as issue whose arbitrage certifications may not be relied upon;

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

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

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

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Series 2023 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter (such agreement to be evidenced by receipt of, and payment for, the Series 2023 Bonds by the Underwriter, following express written notice of such supplement, amendment, modification or repeal delivered to the Underwriter prior to such receipt and payment);

(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 Akerman LLP, Bond Counsel, in substantially 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 Akerman LLP, Bond Counsel, in the form annexed as Exhibit C hereto;

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

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Patricia Nolan, Esq., general counsel to the Landowner, in form and substance acceptable to the Underwriter and its counsel;

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

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

(10) A copy of the Ordinance;

(11) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with

respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2023 Special Assessments, as described in the Indenture; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE SERIES 2023 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowner," and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(12) 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;

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

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

(15) Executed copy of Internal Revenue Service Form 8038-G relating to the Series 2023 Bonds;

(16) 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;

(17) 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;

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

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

(20) A certified copy of the final judgment of the Circuit Court in and for Hillsborough County, Florida, validating the Series 2023 Bonds and the certificate of no-appeal;

(21) A certified copy of the Supplemental Engineer's Report dated [March 21], 2023 with respect to the Village O Project;

(22) 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 Series 2023 Bonds;

(23) A copy of the First Amendment to Master Special Assessment Allocation Report dated August 17, 2021, as supplemented by the Final Supplemental Special Assessment Allocation Report for the Series 2023 Bonds dated the date hereof;

(24) Acknowledgments in recordable form by all mortgage holder(s), if any, on lands within the Series 2023 Assessment Area as to the superior lien of the Series 2023 Special Assessments, in form and substance acceptable to Underwriter and Underwriter's Counsel.

(25) Declaration of Consent to Jurisdiction of Triple Creek Community Development District and to Imposition of Special Assessments executed and delivered by the Landowner, and any other entity owning any land in the Series 2023 Assessment Area 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 2023 Special Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

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

(27) 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 and the Landowner on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2023 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of conditions set forth hereunder may be waived by the Underwriter, in the Underwriter's sole discretion.

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 Series 2023 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase,

to accept delivery of and to pay for the Series 2023 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2023 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Series 2023 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Series 2023 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2023 Bonds, or the market price generally of obligations of the general character of the Series 2023 Bonds; (ii) the District or the Landowner have, 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 or the Landowner, other than in the ordinary course of their respective businesses; (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 2023 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2023 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any

other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2023 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

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

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2023 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 consummation of 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 Series 2023 Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District with respect to the limited offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2023 Bonds, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2023 Bonds, 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 Rizzetta & Company, Incorporated, 3434 Colwell Ave., Ste. # 200, Tampa, Florida 33614, 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 each) 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 Series 2023 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Series 2023 Bonds pursuant to this Purchase Contract.

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

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

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

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

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

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

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

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

**TRIPLE CREEK COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
George Alexander Garces,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

April [___], 2023

Board of Supervisors
Triple Creek Community Development District
Hillsborough County, Florida

Re: \$[_____] Triple Creek Community Development District Special Assessment Bonds,
Series 2023 (Village O Project) (the "Series 2023 Bonds")

Dear Ladies and Gentlemen:

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

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

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

8. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2023 Bonds.
9. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, the following truth in bonding statements are made with respect to the Series 2023 Bonds.

The District is proposing to issue \$[] aggregate principal amount of the Series 2023 Bonds to (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Village O Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; and (iii) fund the Series 2023 Reserve Account as provided in the Indenture.

The debt evidenced by the Series 2023 Bonds is expected to be repaid over a period of approximately [] () years, [] () months and [] () days. At a net interest cost rate of []%, total interest paid over the life of the Series 2023 Bonds will be \$[].

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

[Remainder of page intentionally left blank.]

[Signature page to Disclosure and Truth in Bonding Statement]

Sincerely,

FMSBONDS, INC.

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

SCHEDULE I

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

EXHIBIT B

TERMS OF BONDS

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

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

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

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

3. **Redemption Provisions:**

Optional Redemption

The Series 2023 Bonds may, at the option of the District, be called for redemption prior to maturity in whole or in part on any date on or after _____ 1, 20__ (the maturities to be selected by the District and if less than all of a maturity, the Series 2023 Bonds to be selected by a lot), at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
	\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds. The mandatory sinking fund installments as so recalculated shall not result in an increase in the aggregate

of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) in whole, on any date, or in part, on any Quarterly Redemption Date, from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Account following the payment in whole or in part of Series 2023 Special Assessments in accordance with the provisions of the Ninth Supplemental Indenture, together with excess moneys transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund resulting from such Series 2023 Special Assessment prepayments pursuant to the Ninth Supplemental Indenture;

(ii) in whole or in part on any date, on or after the Completion Date of the Village O Project, by application of moneys remaining in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Village O Project, all of which shall be transferred as specified in the Ninth Supplemental Indenture to the Series 2023 General Account of the Series 2023 Bond Redemption Fund, credited toward extinguishment of the Series 2023 Special Assessments and applied toward the redemption of the Series 2023 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2023 Special Assessments which the District shall describe to the Trustee in writing;

(iii) in whole or in part on any date, from amounts on deposit in the Series 2023 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2023 Bonds and transferred to the Series 2023 General Account of the Series 2023 Bond Redemption Fund in accordance with the Indenture to be used for the extraordinary mandatory redemption of the Series 2023 Bonds; and

(iv) in whole on any date, from moneys, if any, on deposit in the Series 2023 Accounts in the Series 2023 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Series 2023 Outstanding Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

April [], 2023

Triple Creek Community Development District
Hillsborough County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$[] Triple Creek Community Development District Special Assessment Bonds,
Series 2023 (Village O Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Triple Creek Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[] original aggregate principal amount of Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Series 2023 Bonds. The Series 2023 Bonds are secured pursuant to that certain Master Trust Indenture, dated June 1, 2012 (the "Master Indenture"), as supplemented and amended by that certain Ninth Supplemental Trust Indenture, dated as of April 1, 2023 (the "Ninth Supplemental Indenture" and together with the Master Indenture, the "Indenture") by and between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

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

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

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

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

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

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2023 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS," and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" insofar as such

statements constitute descriptions of the Series 2023 Bonds, 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 accurate as to the matters set forth therein.

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 Series 2023 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Series 2023 Bonds.

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

April [], 2023

Triple Creek Community Development District
Hillsborough County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

The Bank of New York Mellon Trust Company, N.A., as Trustee
Jacksonville, Florida
(Solely for reliance on Sections C.1, C.2 and C.3)

Re: \$[] Triple Creek Community Development District (Hillsborough County, Florida)
Special Assessment Bonds, Series 2023 (Village O Project)

Ladies and Gentlemen:

We serve as counsel to the Triple Creek Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida (the "**State**"), in connection with the sale by the District of its \$[] Triple Creek Community Development District (Hillsborough, Florida) Special Assessment Bonds, Series 2023 (Village O Project) (the "**Bonds**"). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below) and Section 8(c) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

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

1. Ordinance 07-14, enacted by Hillsborough County, Florida, which was effective as of May 11, 2007, as supplemented by Ordinance 15-18, enacted by Hillsborough County, Florida, which was effective as of July 22, 2015 and amended by Ordinance 21-6, enacted by Hillsborough County, Florida which was effective as of February 10, 2021 ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of June 1, 2012 ("**Master Indenture**"), as supplemented by the *Ninth Supplemental Trust Indenture*, dated as of April 1, 2023 (together with the Master Indenture, "**Indenture**"), each by and between the District and The Bank of New York Mellon Trust Company, N.A., as trustee ("**Trustee**");
3. Resolutions Nos. 2007-19, and 2023-[] adopted by the District on July 5, 2007 and March 21, 2023, respectively (collectively, "**Bond Resolution**");
4. The *Supplemental Engineer's Report* dated [March 21], 2023 with respect to the Village O Project (the "**Engineer's Report**"), which describes among other things, the "**Project**";
5. *First Amendment to Master Special Assessment Allocation Report*, dated August 17, 2021, and the *Final Supplemental Special Assessment Allocation Report for the Series 2023 Bonds* dated April [], 2023 (collectively, "**Assessment Methodology**");

6. Resolution Nos. 2016-04, 2016-05, 2016-07, 2017-11, 2023-__, 2023-__, and 2023-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. The *Final Judgment* issued on October 8, 2007 and by the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida in Case No. 07-CA-009044, and Certificate of No Appeal issued on November 13, 2007;
8. The Preliminary Limited Offering Memorandum dated [____], 2023 ("**PLOM**") and Limited Offering Memorandum dated [____], 2023 ("**LOM**");
9. Certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. Certain certifications of Halff Associates, Inc., as District Engineer;
11. Certain certifications of Rizzetta & Company, Incorporated, as District Manager and Methodology Consultant;
12. A general and closing certificate of the District;
13. An opinion of Akerman, LLP ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
14. An opinion of Patricia Nolan, Esq. general counsel to the TC Venture 1, LLC ("**Landowner**," issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
15. The following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [____], 2023, by and among the District, the Landowner, and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated [____], 2023 ("**BPC**");
 - (c) the Acquisition Agreement between the District and the Landowner and dated [____], 2023;
 - (d) the Completion Agreement between the District and the Landowner and dated [____], 2023;
 - (e) the True-Up Agreement between the District and the Landowner and dated [____], 2023;
 - (f) the Collateral Assignment and Assumption Agreement between the District and the Landowner and dated [____], 2023;
16. Declaration of Consent to Jurisdiction executed by the Landowner; and
17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

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

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

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

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

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

5. **Governmental Approvals** – As of the date hereof, any consents of any regulatory bodies required in connection with the issuance of Bonds or in connection with the acquisition of improvements included in the Project have been obtained or can be reasonably expected to be obtained, which status are as more specifically set forth in the PLOM and LOM, and to the extent that the acquisition of real property or interest therein is included in the Project, (i) the District reasonably expects it can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the District has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPC, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM

contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Prepayment of Series 2023 Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Landowner Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

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

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

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

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications,

agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

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

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

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

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

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

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether TC Venture 1, LLC is able to convey good and marketable title to any particular real property or interest therein and related to the Village O Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

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

Very truly yours,

KUTAK ROCK LLP

For the Firm

EXHIBIT E

CERTIFICATE OF LANDOWNER

TC VENTURE 1, LLC, a Delaware limited liability company (the "Landowner"), DOES HEREBY CERTIFY, that:

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

2. The Landowner is a limited liability company organized and existing under the laws of the State of Delaware and qualified to transact business in the State of Florida.

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

4. The Declaration of Consent dated [____], 2023, executed by the Landowner and to be recorded in the public records of Hillsborough County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE VILLAGE O PROJECT," "THE DEVELOPMENT," "THE LANDOWNER," "BONDOWNERS' RISKS" (as it relates to the Landowner and the Development), "LITIGATION – The Landowner" and "CONTINUING DISCLOSURE" (as it relates to the Landowner) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Landowner 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.

6. The Landowner represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

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

8. The Landowner hereby represents that it owns all of the land in the District that will be subject to the Series 2023 Special Assessments, and hereby consents to the levy of the Series 2023 Special Assessments on the lands in the District owned by the Landowner. The levy of the Series 2023 Special Assessments on the lands in the District will not conflict with or constitute a breach of or default under any

agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

9. The Landowner 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 Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

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

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

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Landowner is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Landowner, or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner, or (d) that would have a material and adverse effect upon (i) the ability of the Development to be developed and completed as described in the Limited Offering Memoranda, (ii) the ability of the Landowner to pay the Series 2023 Special Assessments levied against the District Lands owned by the Landowner, or (iii) the ability of the Landowner to perform its various obligations as described in the Limited Offering Memoranda.

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

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

15. Except as expressly disclosed in the Limited Offering Memoranda, the Landowner has never failed in the last five years to comply with its continuing disclosure obligations entered in connection with SEC Rule 15c2-12.

15. The Landowner has entered into prior continuing disclosure obligations in connection with SEC Rule 15c2-12, and the information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Landowner only) accurately reflects the continuing disclosure history of the Landowner.

16. The Landowner is not in default of any obligations to pay special assessments, and the Landowner is not insolvent.

Dated: [_____], 2023.

TC VENTURE 1, LLC, a Delaware limited liability company

By: _____
_____, _____

EXHIBIT F

CERTIFICATE OF ENGINEER

HALFF ASSOCIATES, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(16) of the Bond Purchase Contract dated April [___], 2023 (the "Purchase Contract"), by and between Triple Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[_____] Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O 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 [_____] , 2023 and the Limited Offering Memorandum, dated [_____] , 2023, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

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

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

4. The Engineers have reviewed the report entitled Supplemental Engineer's Report dated [March 21], 2023 with respect to the Village O Project (the "Engineer's Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Village O Project and the development of the Series 2023 Assessment Area are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE VILLAGE O PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

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

7. To the best of our knowledge, after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowner, 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 Series 2023 Project and the development of the Series 2023 Assessment Area as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete the Series 2023 Project or the development of the Series 2023 Assessment Area 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 Series 2023 Project or the development of the Series 2023 Assessment Area as described in the Limited Offering Memoranda and all appendices thereto will not be obtained in due course as required by the Landowner or any other person or entity.

8. There is adequate water and sewer service capacity to serve the Development.

Date: [_____], 2023.

HALFF ASSOCIATES, INC.

By: _____
Print Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

RIZZETTA & COMPANY, INCORPORATED ("Rizzetta"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [____], 2023 (the "Purchase Contract"), by and between Triple Creek Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2023 Bonds, as applicable.

2. Rizzetta has acted as methodology consultant to the Triple Creek Community Development District (the "District") in connection with the sale and issuance by the District of its Series 2023 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [____], 2023 and the Limited Offering Memorandum, dated [____], 2023, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Series 2023 Bonds, we have been retained by the District to prepare the First Amendment to Master Special Assessment Allocation Report dated August 17, 2021, as supplemented by the Final Supplemental Special Assessment Allocation Report for the Series 2023 Bonds dated [____], 2023 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As Methodology Consultant, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District 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 subcaption "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

7. The benefit from the Village O Project equals or exceeds the Series 2023 Special Assessments (the "Special Assessments"), and such Special Assessments are fairly and reasonably allocated across all lands subject to the Special Assessments. Moreover, the assessments, as initially levied, and as may be reallocated from time to time in a report prepared by Rizzetta, as permitted by resolutions adopted

by the District with respect to the Series 2023 Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2023 Bonds through the final maturity thereof.

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

9. Rizzetta hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the Series 2023 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [_____], 2023 (the "Disclosure Agreement") by and among the District, TC Venture 1, LLC, and Rizzetta, as Dissemination Agent, and acknowledged by Rizzetta, as District Manager, and The Bank of New York Mellon Trust Company, N.A., as trustee. Rizzetta hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement.

Dated: [_____], 2023.

RIZZETTA & COMPANY, INCORPORATED,
a Florida corporation

By: _____
Name: _____
Title: _____

Exhibit C

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____] , 2023

NEW ISSUES - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel, assuming compliance with existing statutes, regulations, published rulings and court decisions, and assuming continuing compliance by the District with the tax covenants set forth in the Indenture, and the accuracy of certain representations included in the closing transcript for the Series 2023 Bonds, interest on the Series 2023 Bonds is, under Section 103 of the Code, excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the adjusted financial statement income of applicable corporations for the purpose of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2023 Bonds. Bond Counsel is further of the opinion that, pursuant to the Act, the Series 2023 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
(HILLSBOROUGH COUNTY, FLORIDA)**

**[\$[2,005,000]*
SPECIAL ASSESSMENT BONDS,
SERIES 2023 (SERIES 2023 PROJECT)**

Dated: Date of Delivery

Due: As set forth herein

The Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds") are being issued by the Triple Creek Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 07-14, enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County") on May 8, 2007 and effective May 11, 2007, as supplemented by Ordinance 15-18 enacted on July 21, 2015 and amended by Ordinance 21-6 enacted on February 9, 2021. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2023 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30 day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2023. The Series 2023 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2023 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2023 Bonds will be paid from sources described below by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") directly to Cede & Co. as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2023 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2023 Bond. See "DESCRIPTION OF THE SERIES 2023 Bonds – Book-Entry Only System" herein.

The Series 2023 Bonds are being issued by the District pursuant to the Act, Resolution No. 2007-19 adopted by the Board of Supervisors of the District (the "Board") on July 5, 2007, as supplemented by Resolution 2023-[] adopted by the Board of the Issuer on March 21, 2023 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of June 1, 2012 (the "Master Indenture"), as amended and supplemented with respect to the Series 2023 Bonds by a Ninth Supplemental Trust Indenture dated as of April 1, 2023 (the "Ninth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Series 2023 Bonds will be used for the purposes of providing funds to (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Series 2023 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; and (iii) fund the Series 2023 Reserve Account as provided in the Indenture. See "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE SERIES 2023 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2023 Bonds will be secured by a pledge of the Series 2023 Pledged Revenues. "Series 2023 Pledged Revenues" shall mean (a) all revenues received by the District from Series 2023 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture with respect to

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

the Series 2023 Bonds; provided, however, that Series 2023 Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS" herein.

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

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

The Series 2023 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2023 Bonds. The Series 2023 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2023 Bonds.

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

MATURITY SCHEDULE

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

The initial sale of the Series 2023 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Akerman LLP, Jacksonville, Florida, Bond Counsel, as to the validity of the Series 2023 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Landowner (as hereinafter defined) by its general counsel, Patricia Nola, Esq., Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2023 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2023.

FMSbonds, Inc.

Dated: _____, 2023.

* Preliminary, subject to change.

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

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

George Alexander Garces, Chairman
Marc Carlton, Vice Chairman
Shannon Lewis, Assistant Secretary
Elizabeth Rosado, Assistant Secretary
David Stafford, Assistant Secretary

DISTRICT MANAGER AND METHODOLOGY CONSULTANT

Rizzetta & Company, Incorporated
Tampa, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

BOND COUNSEL

Akerman LLP
Jacksonville, Florida

DISTRICT ENGINEER

Half Associates, Inc.
Tampa, 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 2023 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2023 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

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

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

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF SERIES 2023 SPECIAL ASSESSMENTS, AND VARIOUS OTHER

FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE LANDOWNER'S CONTROL. BECAUSE THE DISTRICT AND THE LANDOWNER 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 AND THE LANDOWNER 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.

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

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

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**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
(HILLSBOROUGH COUNTY, FLORIDA)**

**[\$2,005,000]*
SPECIAL ASSESSMENT BONDS,
SERIES 2023 (VILLAGE O PROJECT)**

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Triple Creek Community Development District (the "District" or "Issuer") of its \$[2,005,000]* Special Assessment Bonds, Series 2023 (Village O Project) (the "Series 2023 Bonds").

THE SERIES 2023 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2023 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF 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 2023 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2023 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 07-14, enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County") on May 8, 2007 and effective on May 11, 2007, as supplemented by Ordinance 15-18 enacted on July 21, 2015 and effective on July 22, 2015, and amended by Ordinance 21-6 enacted on February 9, 2021 and effective on February 10, 2021. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District currently include approximately 1,176 gross acres of land (the "District Lands") located just east of Interstate 75 and U.S. Highway 301, between Balm Riverview Road and Balm Boyette Road, in a portion of southeastern Hillsborough County known as Riverview. The District Lands are being developed as a master-planned community known as Triple Creek (the "Development"). At buildout, the Development is planned to contain approximately 2,316 residential units and various non-residential uses. See "THE DEVELOPMENT" herein for more information.

The District Lands are being developed in phases. Phase 1, which contains 383 residential lots, was financed in part by the Series 2012 Bonds (as hereinafter defined). Phases 2, 3 and 4, which contain 898

* Preliminary, subject to change.

residential lots, were financed in part by the District's Series 2017A Bonds, Series 2017B Bonds and Series 2018A Bonds (each as hereinafter defined). Infrastructure within Villages H and M, which contain 393 residential lots, was financed in part by the District's Series 2019A and Series 2019B Bonds (each as hereinafter defined). The master and village infrastructure for Villages N and P, which are planned for 307 lots, was financed in part by the Series 2021 N & P Bonds. The master and village infrastructure for Villages Q and R within Phase 8, which are planned for 271 lots, was financed in part by the Villages Q & R Project Series 2021 Bonds. See "THE DISTRICT – Outstanding Indebtedness" and "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

Proceeds of the Series 2023 Bonds will finance a portion of the infrastructure associated with Village O within Phase 9, which are planned for 64 residential lots (the "Series 2023 Assessment Area"). See "THE DEVELOPMENT" herein for a summary of the current development status of the Development, and "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE SERIES 2023 PROJECT" for a summary of the plan of funding for the respective phases of the Development.

The land within the Series 2023 Assessment Area is owned by TC Venture 1, LLC, a Delaware limited liability company (the "Landowner"). See "THE LANDOWNER" herein for more information regarding the Landowner. [The Landowner expects to enter into a contract with _____ (as defined herein, the "Builder") for the sale of all 64 developed lots planned for Village O in a single bulk takedown upon development completion (the "Builder Contract"). See "-The Builder Contract" herein for more information.]

The Series 2023 Bonds are being issued by the District pursuant to the Act, Resolution No. 2007-19 adopted by the Board of Supervisors of the District (the "Board") on July 5, 2007, as supplemented by Resolution 2023-[] adopted by the Board of the Issuer on March 21, 2023 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of June 1, 2012 (the "Master Indenture"), as amended and supplemented with respect to the Series 2023 Bonds by a Ninth Supplemental Trust Indenture dated as of April 1, 2023 (the "Ninth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and The Bank of New York Mellon Trust Company, N.A., 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 SUPPLEMENTAL INDENTURE" attached hereto.

Proceeds of the Series 2023 Bonds will be used for the purposes of providing funds to (i) finance a portion of the Cost of acquisition, construction, installation and equipping of a portion of the Series 2023 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2023 Bonds; and (iii) fund the Series 2023 Debt Service Reserve Account as provided in the Indenture. See "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE SERIES 2023 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2023 Bonds will be secured by a pledge of the Series 2023 Pledged Revenues. "Series 2023 Pledged Revenues" shall mean (a) all revenues received by the District from Series 2023 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture with respect to the Series 2023 Bonds; provided, however, that Series 2023 Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i)

and (ii) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Landowner, the Development, the Series 2023 Project, the Series 2023 Assessment Area and summaries of the terms of the Series 2023 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2023 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 Ninth Supplemental Indenture appear in APPENDIX A attached hereto.

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

DESCRIPTION OF THE SERIES 2023 BONDS

General Description

The Series 2023 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof except as otherwise provided in the Indenture. The Series 2023 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

The Series 2023 Bonds shall be dated the date of delivery. Interest on the Series 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year commencing November 1, 2023. Interest on the Series 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2023, in which case from the date of original issuance, 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 2023 Bonds will be computed in all cases on the basis of a 360 day year consisting of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2023 Bonds on the day before the default occurred.

Upon initial issuance, the ownership of the Series 2023 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") of New York, New York, and purchases of beneficial interests in the Series 2023 Bonds will be made in book-entry only form. As long as the Series 2023 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes under the Indenture. Any provisions of the Indenture or the Bond requiring physical delivery of Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2023 Bonds ("Beneficial Owners"). Principal and interest on the Series 2023 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the District.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2023 Bonds, through DTC Participants and Indirect Participants. During the period for which Cede & Co. is registered owner of the Series 2023 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2023 Bonds may be exchanged for an equal aggregate principal amount of Series 2023 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See " – Book-Entry Only System" below.

The Series 2023 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 2023 Bonds. See "SUITABILITY FOR INVESTMENT" below.

The Bank of New York Mellon Trust Company, N.A. is initially serving as the Trustee, Registrar and Paying Agent for the Series 2023 Bonds.

Redemption Provisions

Optional Redemption

The Series 2023 Bonds may, at the option of the District, be called for redemption prior to maturity in whole or in part on any date on or after _____ 1, 20__ (the maturities to be selected by the District and if less than all of a maturity, the Series 2023 Bonds to be selected by a lot), at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

Year <u>(November 1)</u>	Principal <u>Amount</u>
	\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together

with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

The Series 2023 Bonds maturing on November 1, 20__, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2023 Sinking Fund Account established under the Ninth Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>
--	---

\$

*

* Maturity.

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

occurs, but shall be made to sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) in whole, on any date, or in part, on any Quarterly Redemption Date, from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Account following the payment in whole or in part of Series 2023 Special Assessments in accordance with the provisions of the Ninth Supplemental Indenture, together with excess moneys transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund resulting from such Series 2023 Special Assessment prepayments pursuant to the Ninth Supplemental Indenture;

(ii) in whole or in part on any date, on or after the Completion Date of the Series 2023 Project, by application of moneys remaining in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2023 Project, all of which shall be transferred as specified in the Ninth Supplemental Indenture to the Series 2023 General Account of the Series 2023 Bond Redemption Fund, credited toward extinguishment of the Series 2023 Special Assessments and applied toward the redemption of the Series 2023 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2023 Special Assessments which the District shall describe to the Trustee in writing;

(iii) in whole or in part on any date, from amounts on deposit in the Series 2023 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2023 Bonds and transferred to the Series 2023 General Account of the Series 2023 Bond Redemption Fund in accordance with the Indenture to be used for the extraordinary mandatory redemption of the Series 2023 Bonds; and

(iv) in whole on any date, from moneys, if any, on deposit in the Series 2023 Accounts in the Series 2023 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Series 2023 Outstanding Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

Notice of Redemption and of Purchase

When required to redeem or purchase Series 2023 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed by first-class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the redemption to all Owners of Series 2023 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2023 Bonds for which notice was duly mailed in accordance with the Indenture.

Purchase of Series 2023 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Series 2023 Sinking Fund Account to the purchase of the Series 2023 Bonds in accordance with the

Indenture, at prices not higher than the principal amount thereof, in lieu of redemption, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given.

Book-Entry Only System

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

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2023 Bond certificate will be issued for each maturity of the Series 2023 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Purchases of Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2023 Bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Series 2023 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered.

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

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS

General

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

The Series 2023 Bonds will be secured by a pledge of the Series 2023 Pledged Revenues. "Series 2023 Pledged Revenues" shall mean (a) all revenues received by the District from Series 2023 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture with respect to the Series 2023 Bonds; provided, however, that Series 2023 Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this proviso).

The "Series 2023 Special Assessments" consist of the non-ad valorem special assessments that will initially be imposed and levied by the District against the lands within the Series 2023 Assessment Area specially benefited by the Series 2023 Project or any portion thereof, pursuant to Section 190.022 of the Act, and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"), to secure the Series 2023 Bonds, all as more specifically provided herein. Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series 2023 Special Assessments will constitute a lien against the lands as to which the Series 2023 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2023 Special Assessments are levied in an amount corresponding to the debt service on the Series 2023 Bonds, on the basis of benefit received as a result of the District's CIP (as defined herein), including the Series 2023 Project. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Series 2023 Special Assessments to the assessable lands within the Series 2023 Assessment Area, is included as APPENDIX D attached hereto.

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

Prepayment of Series 2023 Special Assessments

Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2023 Special Assessments may prepay the Series 2023 Special Assessments, in part or in full, including interest amounts to the next succeeding Quarterly Redemption Date or to the second succeeding Quarterly Redemption Date if such a prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date. Prepayment of the Series 2023 Special Assessments does not entitle the property owner to any discounts for early payment.

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Series 2023 Special Assessments may pay the entire balance of the Series 2023 Special Assessments remaining due, without interest, within thirty (30) days after the Series 2023 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Series 2023 Project pursuant to Chapter 170.09, Florida Statutes. The Landowner, as the sole owner of the property within the Series 2023 Assessment Area, will waive this right on behalf of itself and its successors and assigns in connection with the issuance of the Series 2023 Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2023 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2023 Bonds – Redemption Provisions – Extraordinary Mandatory Redemption" from optional prepayments of Series 2023 Special Assessments by property owners.

Additional Obligations

Other than Bonds issued to refund a portion of Outstanding Series 2023 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not issue or incur any debt payable in whole or in part from the Series 2023 Pledged Revenues. So long as there are any Series 2023 Bonds Outstanding, the District shall not issue any Bonds or other debt obligations (the "Additional Bonds") secured by Special Assessments on any portion of the land subject to the Series 2023 Special Assessments without consent of the Majority Owners, provided that the District may issue Additional Bonds secured by Special Assessments on any portion of the land subject to the Series 2023 Special Assessments after at least seventy-five percent (75%) of the principal amount of the Series 2023 Special Assessments have been allocated to residences for which certificates of occupancy have been obtained. The preceding limitation shall not apply to any Bonds or other debt obligations secured by Special Assessments on properties other than the Series 2023 Assessment Area. Further, the foregoing restrictions shall not preclude the imposition of capital Special Assessments on property subject to the Series 2023 Special Assessments which are necessary, as determined by the District, for health, safety, welfare reasons or to remediate a natural disaster or operation and maintenance assessments. Prior to the delivery of any such Additional Bonds or other debt obligations, the Trustee shall receive a certificate from the District

Manager on which it may conclusively rely that all of the applicable conditions set forth above have been met.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2023 Special Assessments without the consent of the Owners of the Series 2023 Bonds. The District expects to impose certain non-ad valorem special assessments called operations and maintenance assessments, which are of equal dignity with the Series 2023 Special Assessments, on the same lands upon which the Series 2023 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Assessments and Fees" and "BONDOWNERS' RISKS – Other Taxes and Assessments" herein for more information.

Covenant Against Sale or Encumbrance

In the Indenture, the District will covenant that (a) except for those improvements comprising the Series 2023 Project that are to be conveyed by the District to the County, the State Department of Transportation or another governmental entity, as to which no assessments of the District will be imposed and (b) except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber the Series 2023 Project or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information.

Acquisition and Construction Account

The Ninth Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2023 Acquisition and Construction Account." Proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Acquisition and Construction Account in the amounts set forth in the Ninth Supplemental Indenture and such moneys in the Series 2023 Acquisition and Construction Account shall be applied as set forth in the Indenture. Before any such payment shall be made, the District shall file with the Trustee a fully executed requisition, substantially in form set forth as an exhibit to the Ninth Supplemental Indenture, signed by a Responsible Officer and, except for payments of costs of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer, which certificate shall be a part of the requisition. The Trustee shall be entitled to conclusively rely on such certification to pay such requisition.

After the Completion Date of the Series 2023 Project and after retaining in the Series 2023 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2023 Project set forth in the Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2023 Acquisition and Construction Account shall be transferred into the Series 2023 General Account of the Series 2023 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2023 Bonds.

Notwithstanding the foregoing, the District shall not declare that the Completion Date has occurred until after the Release Conditions have been satisfied and all moneys transferred from the 2023 Debt Service Reserve Account to the Series 2023 Acquisition and Construction Account have been expended or the District Engineer has certified in writing to the District and the Trustee that such amount is in excess of what is needed to complete the Series 2023 Project.

During the continuance of certain Events of Default as specified in the Master Indenture, disbursements from the Series 2023 Acquisition and Construction Account shall be made only with the consent of the Majority Owners provided that no such consent shall be required for disbursements for costs incurred by the District under acquisition or construction contracts entered into prior to the occurrence of

such Event of Default which costs relate to work performed before the later of (i) 30 days after the occurrence of such Event of Default or (ii) the earliest date on which the District is entitled to suspend or terminate such acquisition or construction contract in its discretion.

Reserve Account

The Ninth Supplemental Indenture establishes a Series 2023 Debt Service Reserve Account within the Debt Service Reserve Fund for the Series 2023 Bonds. Proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Debt Service Reserve Account in the amount set forth in the Ninth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2023 Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for purposes provided in the Indenture. The Series 2023 Reserve Account will, at the time of delivery of the Series 2023 Bonds, be funded from a portion of the net proceeds of the Series 2023 Bonds in the amount of the Debt Service Reserve Requirement for the Series 2023 Bonds.

The "Debt Service Reserve Requirement" shall mean, with respect to the Series 2023 Bonds, initially, an amount equal to 50% of the maximum annual debt service requirement with respect to the Series 2023 Bonds, as determined from time to time on the date of any such calculation. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the 2023 Reserve Account Requirement shall be reduced to 10% of the maximum annual debt service requirement of the then Outstanding Series 2023 Bonds. Satisfaction of the Release Conditions shall be evidenced by a written certificate of the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely. The Debt Service Reserve Requirement is initially \$ _____.

"Release Conditions" shall mean, collectively, the date upon all homes within the Series 2023 Assessment Area have been built, sold and closed with [end-users] and all of the principal portion of the 2023 Special Assessments have been assigned to such homes.

As long as there exists no default under the Indenture to the actual knowledge of a Responsible Officer of the Trustee and the amounts in the Series 2023 Debt Service Reserve Account are not reduced below the Debt Service Reserve Requirement, earnings on investments in the Series 2023 Debt Service Reserve Account shall be transferred: prior to the Completion Date to the Series 2023 Acquisition and Construction Account to be used and applied as set forth in the Master Indenture, then, after the Completion Date, to the Series 2023 Revenue Account. If as of the last date on which amounts on deposit in the Series 2023 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2023 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2023 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2023 Debt Service Reserve Account for the Series 2023 Bonds shall be deposited to the credit of the Series 2023 Debt Service Reserve Account for the Series 2023 Bonds until the amount on deposit therein equals the Debt Service Reserve Requirement for the Series 2023 Bonds.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall determine the amount on deposit in the Series 2023 Debt Service Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series 2023 Debt Service Reserve Account, from the first legally available sources of the District. Any such surplus in the Series 2023 Reserve Account as a result of having met The Release Conditions shall be deposited to the Series 2023 Acquisition and Construction Account to be used for the purposes of such Account and all other such surplus shall be

deposited to Series 2023 General Account of the Series 2023 Bond Redemption Fund for the extraordinary mandatory redemption of Series 2023 Bonds in accordance with the Ninth Supplemental Indenture.

In the event that on any date the amount of proceeds of the Series 2023 Bonds on deposit in the Series 2023 Debt Service Reserve Account exceeds the Debt Service Reserve Requirement with respect to the Series 2023 Bonds due to a decrease in the amount of Series 2023 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a Series 2023 Special Assessment against such lot or parcel as provided in the Ninth Supplemental Indenture, the amount to be released shall be transferred from the Series 2023 Debt Service Reserve Account to the Series 2023 Prepayment Account of the Series 2023 Bond Redemption Fund, as a credit against the Series 2023 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel.

Application of the Pledged Revenues

Series 2023 Special Assessments (except for Prepayments of Series 2023 Special Assessments as designated in writing by the District upon delivery to the Trustee, which shall be deposited in the Series 2023 Prepayment Account) shall be deposited by the Trustee into the Series 2023 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2023 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2023 Interest Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the interest on the Series 2023 Bonds due on such May 1 or November 1, less any amount on deposit in the Series 2023 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each November 1, to the Series 2023 Principal Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the principal amount of Series 2023 Bonds Outstanding maturing on such November 1, if any, less any amounts on deposit in the Series 2023 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, to the Series 2023 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2023 Revenue Account equal to the principal amount of Series 2023 Bonds subject to sinking fund redemption on such November 1, if any, less any amount on deposit in the Series 2023 Sinking Fund Account not previously credited;

FOURTH, not later than the Business Day next succeeding each Interest Payment Date, to the Series 2023 Debt Service Reserve Account, an amount from the Series 2023 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2023 Bonds; and

FIFTH, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2023 Revenue Account, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

Notwithstanding the foregoing, at any time the Series 2023 Bonds are subject to redemption on a date which is not a May 1 or November 1, the Trustee shall be authorized to transfer from the Series 2023 Revenue Account to the Series 2023 Interest Account, the amount necessary (together with any amounts in the Series 2023 Interest Account and not otherwise previously credited) to pay interest on the Series 2023 Bonds subject to redemption on such date.

Moneys held for the credit of the Series 2023 Revenue Account which are not otherwise required to be deposited pursuant to this Section shall be retained therein and applied on subsequent dates for the purposes and in the priority set forth above.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Bond Redemption Fund only in Government Obligations and certain types of securities described in the definition of Investment Securities. The Trustee shall, as directed by the District in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Indenture. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indenture, any interest and other income so received shall be deposited in the Series 2023 Account of the Revenue Fund. 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, except as provided in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto.

In the absence of written investment instructions from the District, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the District or otherwise. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades.

Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

The Indenture will contain the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding (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").

The District will acknowledge and agree in the Indenture that, although the Series 2023 Bonds were issued by the District, the Owners of the Series 2023 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer: (i) the District will agree that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2023 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Outstanding Series

2023 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within forty-five (45) days following receipt by the Trustee of the written request for consent); (ii) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding, the Series 2023 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee; (iii) the District will agree that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2023 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within forty-five (45) days following receipt by the Trustee of the written request for consent); (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2023 Special Assessments relating the Series 2023 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and (v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2023 Special Assessments relating to the Series 2023 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2023 Special Assessments pledged to the Series 2023 Bonds Outstanding, (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 2023 Special Assessments relating to the Series 2023 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) above. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein for more information.

Events of Default and Remedies

Each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2023 Bonds:

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

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

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

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

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2023 Bond issued pursuant to the Master Indenture 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 2023 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if on an Interest or Principal Payment Date or mandatory redemption date with respect to the Series 2023 Bonds, the amount in the Series 2023 Interest Account, the Series 2023 Principal Account or the Series 2023 Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Series 2023 Bonds therefrom on such payment dates (without regard to any amount available for such purpose in the Series 2023 Reserve Account); or

(g) the Trustee is authorized under the provisions of the Indenture to withdraw funds from the Series 2023 Reserve Account, if any, for such Series 2023 Bonds to pay Debt Service on the Series 2023 Bonds or (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2023 Reserve Account to pay Debt Service on the Series 2023 Bonds).

No Series of Bonds issued under the Master Indenture shall be subject to acceleration.

If any Event of Default with respect to the Series 2023 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Series 2023 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2023 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Series 2023 Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Series 2023 Bonds;

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

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

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

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

Subject to the paragraph below, the Holders of a majority in aggregate principal amount of the Outstanding Series 2023 Bonds then subject to remedial proceedings under Article X of the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Master Indenture.

No Bondholder shall have any right to pursue any remedy under the Indenture unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Holders of at least a majority of the aggregate principal amount of the Outstanding Series 2023 Bonds shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

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

The imposition, levy, and collection of Series 2023 Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Hillsborough County Tax Collector ("Tax Collector") or the Hillsborough County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2023 Special Assessments during any year. Such delays in the collection of Series 2023 Special Assessments, or complete inability to collect any Series of the Special Assessments, would have a material

adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2023 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2023 Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2023 Bonds.

For the Series 2023 Special Assessments to be valid, the Series 2023 Special Assessments must meet two requirements: (1) the benefit from the District's CIP, including the Series 2023 Project, to the lands subject to the Series 2023 Special Assessments must exceed or equal the amount of the Series 2023 Special Assessments, and (2) the Series 2023 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Methodology Consultant will certify at closing that these requirements have been met with respect to the Series 2023 Special Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2023 Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Pursuant to the Indenture, the District has agreed to use its best efforts to adopt the Uniform Method for the levy, collection and enforcement of Special Assessments. To the extent the District is not able to collect Special Assessments through the Uniform Method, the District may elect to collect and enforce the Special Assessments pursuant to any other available method. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY." As lands are platted and sold, the Series 2023 Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method unless the timing for using the Uniform Method will not yet allow for using such method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2023 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2023 Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2023 Special Assessments and the ability to foreclose the lien of such Series 2023 Special Assessments upon the failure to pay such Series 2023 Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2023 Special Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2023 Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2023 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2023 Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2023 Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2023 Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2023 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2023 Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2023 Bonds.

Under the Uniform Method, if the Series 2023 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2023 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2023 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2023 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2023 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2023 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2023 Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process

by paying the total amount of delinquent Taxes and Assessments plus 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 by public bid 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%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2023 Special Assessments), interest, costs and charges on the real property described in the certificate.

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

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

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

There can be no guarantee that the Uniform Method will result in the payment of Series 2023 Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2023 Special Assessments, which are the primary source of payment of the Series 2023 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2023 Bonds offered hereby and are set forth below. Prospective investors in the Series 2023 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2023 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2023 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2023 Bonds.

Concentration of Land Ownership

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

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowner or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2023 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowner and any other landowner to pay the Series 2023 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2023 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2023 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2023 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2023 Bonds, including, without limitation, enforcement of the obligation to pay Series 2023 Special Assessments and the ability of the District to foreclose the lien of the Series 2023 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2023 Bonds could have a material adverse impact on the interest of the Owners thereof.

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

Series 2023 Special Assessments Are Non-Recourse

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

Assessments is a relevant factor, the willingness of the Landowner or subsequent landowners to pay the Series 2023 Special Assessments, which may also be affected by the value of the land subject to the Series 2023 Special Assessments, is also an important factor in the collection of Series 2023 Special Assessments. The failure of the Landowner or subsequent landowners to pay the Series 2023 Special Assessments could render the District unable to collect delinquent Series 2023 Special Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2023 Bonds.

Regulatory and Environmental Risks

The development of the District Lands, including the Series 2023 Assessment Area, is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the Series 2023 Assessment Area. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of the Series 2023 Assessment Area and the likelihood of timely payment of principal and interest on the Series 2023 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2023 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the Series 2023 Assessment Area. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the Series 2023 Assessment Area.

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

Economic Conditions and Changes in Development Plans

The successful development of the Series 2023 Assessment Area and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowner. Moreover, the Landowner has the right to modify or change plans for development of the Development from time to time,

including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2023 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2023 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2023 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

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

Limited Secondary Market for Series 2023 Bonds

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

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2023 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2023 Bonds because of the Series 2023 Debt Service Reserve Account. The ability of the Series 2023 Debt Service Reserve Account to fund deficiencies caused by delinquencies in the Series 2023 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2023 Debt Service Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the Series 2023 Debt Service Reserve Account to make up deficiencies. If the District has

difficulty in collecting the Series 2023 Special Assessments, the Series 2023 Debt Service Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2023 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2023 Debt Service Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2023 Debt Service Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2023 Special Assessments in order to provide for the replenishment of the Series 2023 Debt Service Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Reserve Account" herein for more information about the Series 2023 Debt Service Reserve Account.

Legal Delays

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

IRS Examination and Audit Risk

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

community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

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

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by qualified electors. Such election does not ensure 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 2023 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2023 Bonds are advised that, if the IRS does audit the Series 2023 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2023 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2023 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2023 Bonds would adversely affect the availability of any secondary market for the Series 2023 Bonds. Should interest on the Series 2023 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2023 Bonds be required to pay income taxes on the interest received on such Series 2023 Bonds and related penalties, but because the interest rate on such Series 2023 Bonds will not be adequate to compensate Owners of the Series 2023 Bonds for the income taxes due on such interest, the value of the Series 2023 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2023 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2023 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2023 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2023 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2023 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

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

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2023 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2023 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

State Tax Reform

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

the Series 2023 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Series 2023 Project or the Construction of Homes within the Series 2023 Assessment Area

The cost to finish the Series 2023 Project will exceed the net proceeds from the Series 2023 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Series 2023 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Series 2023 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Additional Obligations" for more information.

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

Further, there is a possibility that, even if the Series 2023 Assessment Area is developed, the Builder may not close on all or any of the lots therein, and such failure to close could negatively impact the construction of homes in the Series 2023 Assessment Area. The Builder Contract may also be terminated by the Builder upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – The Builder Contract" herein for more information about the Builder and the Builder Contract.

COVID-19 and Related Matters

[In addition to the general economic conditions discussed above, the timely and successful completion of the Development, the purchase of lots therein by the Builder and the construction and sale to purchasers of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all previously imposed certain health and public safety restrictions in response to COVID-19 in the past. The District cannot predict whether new actions may be taken by government authorities in the future to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The District and the Landowner cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that delays in lot purchases by the Builder, construction delays, delays in the receipt of permits or other government approvals, supply chain delays, increased costs, delays in sales to end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete the Series 2023 Project or the Construction of Homes within the Series 2023 Assessment Area" herein.]

Cybersecurity

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

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2023 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Series 2023 Special Assessments by the Landowner or subsequent owners of the property within the Series 2023 Assessment Area. Any such redemptions of the Series 2023 Bonds would be at the principal amount of such Series 2023 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2023 Bonds may not realize their anticipated rate of return on the Series 2023 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2023 Bonds. See "DESCRIPTION OF THE SERIES 2023 BONDS – Redemption Provisions," "– Purchase of Series 2023 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2023 BONDS – Prepayment of Series 2023 Special Assessments" herein for more information.

Payment of Series 2023 Special Assessments after Bank Foreclosure

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

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ESTIMATED SOURCES AND USES OF FUNDS

<u>Source of Funds</u>	<u>Series 2023 Bonds</u>
Par Amount (Original Issue Discount)	\$ _____ _____
Total Sources	\$ _____
 <u>Use of Funds</u>	
Deposit to Series 2023 Acquisition and Construction Account	\$ _____
Deposit to Series 2023 Debt Service Reserve Account	_____
Costs of Issuance, including Underwriter's Discount ⁽¹⁾	_____
Total Uses	\$ _____

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

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DEBT SERVICE REQUIREMENTS

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

<u>Year Ended</u> <u>November 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> <u>Debt Service</u>
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Totals

* [The final maturity of the Series 2023 Bonds is _____ 1, 20__].

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THE DISTRICT

General Information

The District was established by Ordinance No. 07-14 enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County") enacted on May 8, 2007 and effective May 11, 2007, as supplemented by Ordinance 15-18 enacted on July 21, 2015 and amended by Ordinance 21-6 enacted on February 10, 2021 under the provisions of the Act. The boundaries of the District currently include approximately 1,176 gross acres of land (the "District Lands") located just east of Interstate 75 and U.S. Highway 301, between Balm Riverview Road and Balm Boyette Road, in a portion of the southeastern County known as Riverview. The District Lands are being developed as a planned development known as "Triple Creek." See "THE DEVELOPMENT" herein for more information.

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 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 wastewater 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 bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2023 Bonds.

Board of Supervisors

The governing body of the District is its Board of Supervisors (the "Board"), which is composed of five Supervisors (the "Supervisors"). Within ninety (90) days of appointment of the initial Board, Supervisors were elected on an at-large basis by the owners of property within the District. The two Supervisors receiving the most votes at this initial election received four year terms, and the three remaining Supervisors received two year terms. Subsequent landowner elections are then held every two years in November, with three Supervisor seats up for election. At such subsequent landowner elections, the two candidates receiving the highest number of votes receive four year terms, with the remaining candidate receiving a two year term. Generally stated, at each landowner election, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six years after the initial appointment of Supervisors and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected to by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for the County. Any candidate elected through a "qualified elector" election receives a four year 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.

At the time of the sale of the Series 2023 Bonds, all members of the Board of Supervisors were elected by qualified electors. The current members of the Board and the expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
George Alexander Garces	Chairman	November 2024
Marc Carlton	Vice Chairman	November 2026
Shannon Lewis	Assistant Secretary	November 2026
Elizabeth Rosado	Assistant Secretary	November 2024
David Stafford	Assistant Secretary	November 2024

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

The District Manager and Other Consultants

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

The District has retained Rizzetta & Company, Incorporated, Tampa, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 3434 Colwell Ave., Ste. # 200, Tampa, Florida 33614.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Akerman LLP, Jacksonville, Florida, as Bond Counsel; Half Associates, Inc., Tampa, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained Rizzetta & Company, Incorporated, Tampa, Florida, to serve as Methodology Consultant and to prepare the Assessment Methodology and will serve as Dissemination Agent for the Series 2023 Bonds.

Outstanding Bond Indebtedness

The District previously issued its \$3,180,000 Special Assessment Bonds, Series 2012 (the "Series 2012 Bonds") to finance a portion of Phase 1 of the Development. The Series 2012 Bonds are secured by the Series 2012 Special Assessments levied on the Phase 1 lands. The Phase 1 lands are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments securing the Series 2023 Bonds. As of March 14, 2023, the Series 2012 Bonds are outstanding in the aggregate principal amount of \$2,730,000.

The District also previously issued its \$12,760,000 Special Assessment Bonds, Series 2017A (the "Series 2017A Bonds") and its \$9,850,000 Special Assessment Bonds, Series 2017B (the "Series 2017B Bonds") to finance a portion of the infrastructure in Phases 2, 3 and 4 of the Development. The Series 2017A Bonds are secured by the Series 2017A Special Assessments, which were initially levied on all of the lands in Phases 2, 3 and 4 of the District (the "2017A Assessment Area"). The Series 2017B Bonds are secured by the Series 2017B Special Assessments, which were initially levied on all of the lands in Phases 3 and 4 of the District (the "2017B Assessment Area"). The lands in the 2017A Assessment Area and the 2017B Assessment Area are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments. As of March 14, 2023, the Series 2017A Bonds are outstanding in the aggregate principal amount of \$8,760,000, and the Series 2017B Bonds have been redeemed in full.

The District also previously issued its \$7,550,000 Special Assessment Bonds, Series 2018A (the "Series 2018A Bonds") to finance a portion of the infrastructure corresponding to Villages G2, I and J (the "2018A Assessment Area"). The Series 2018A Special Assessments are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments. As of March 14, 2023, the Series 2018A Bonds are outstanding in the aggregate principal amount of \$6,685,000.

The District also previously issued its \$9,490,000 Special Assessment Bonds, Series 2019A (the "Series 2019A Bonds") and its \$5,200,000 Special Assessment Bonds, Series 2019B (the "Series 2019B Bonds") to finance a portion of the infrastructure corresponding to Villages H and M (the "Series 2019 Assessment Area"). The Series 2019A Bonds are secured by the Series 2019A Special Assessments and the Series 2019B Bonds are secured by the Series 2019B Special Assessments. The lands in the 2019 Assessment Area are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments. As of March 14, 2023, the Series 2019A Bonds are outstanding in the aggregate principal amount of \$9,155,000, and the Series 2019B Bonds are outstanding in the aggregate principal amount of \$1,760,000.

The District also previously issued its \$8,435,000 Special Assessment Bonds, Series 2021 (Villages N & P Project) (the "Series 2021 Bonds (Villages N & P)") to finance a portion of the infrastructure corresponding to Villages N and P (the "Villages N & P Assessment Area"). The Series 2021 Bonds (Villages N & P) are secured by the Series 2021 (Villages N & P) Special Assessments. The lands in the

Villages N & P Assessment Area are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments. As of March 14, 2023, the Series 2021 Bonds (Villages N & P) are outstanding in the aggregate principal amount of \$8,020,000.

The District also previously issued its \$7,560,000 Special Assessment Bonds, Series 2021 (Villages Q & R Project) (the "Series 2021 Bonds (Villages Q & R)") to finance a portion of the infrastructure corresponding to Villages Q and R (the "Villages Q & R Assessment Area"). The Series 2021 Bonds (Villages Q & R) are secured by the Series 2021 (Villages Q & R) Special Assessments. The lands in the Villages Q & R Assessment Area are separate and distinct from the District Lands that will be subject to the Series 2023 Special Assessments. As of March 14, 2023, the Series 2021 Bonds (Villages Q & R) are outstanding in the aggregate principal amount of \$7,375,000.

The Series 2012 Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2018 Bonds, the Series 2019A Bonds, the Series 2019B Bonds, the Series 2021 Bonds (Villages N & P) and the Series 2021 Bonds (Villages Q & R) are collectively referred to herein as the "Prior Bonds."

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THE MASTER CAPITAL IMPROVEMENT PLAN AND THE SERIES 2023 PROJECT

Master Capital Improvement Plan

The District consists of approximately 1,176 acres and is currently planned to contain approximately 2,316 units and various non-residential uses to be developed over eight phases. The District has previously adopted its Amended and Restated Master Capital Improvement Plan dated April 11, 2016, as amended by the First Amendment dated October 26, 2021 (the "Master Engineers Report"), which describes a master system of improvements benefitting all land within the District (the "CIP"). The estimated costs of the CIP are approximately \$82,207,587, which are broken down as follows across the phases within the District:

Phase 1 (383 lots)	Phases 2-4 (898 lots)	Phases 5-7 (764 lots)	Phase 8 (271 lots)	Total CIP (2,316 lots)
\$14,713,609	\$29,285,886	\$26,953,092	\$11,856,000	\$82,207,587

Development of Phase 1, which included certain master infrastructure for the Development and village infrastructure for 383 lots in Phase 1, is complete and was financed in part by the Series 2012 Bonds. Master infrastructure for Phases 2 through 4 (Villages E, F1, F2, G1, G2, I, J, K and L), planned for a total of 898 homes, was financed in part by the Series 2017 Bonds and is complete. Village infrastructure for Villages E, F1, F2, G1, K and L, which was financed in part by the Series 2017 Bonds, and for Villages G2, I and J, which was financed in part by the Series 2018A Bonds, is complete. Phases 5 through 7 correspond to Villages H, M, N, O and P. The master and village infrastructure for Villages H and M, which are planned for 393 homes, was financed in part by the Series 2019 Bonds and is complete. The master and village infrastructure for Villages N and P, which are planned for 307 lots, was financed in part by the Series 2021 N & P Bonds and is complete, with the exception of the amenity which is out to bid and planned to start in June 2023. The master and village infrastructure for Phase 8, which corresponds to Villages Q and R and is planned for 271 lots, was financed in part by the Series 2021 Q & R Bonds and is under development, with completion anticipated in late 2023. See "THE DISTRICT – Outstanding Bond Indebtedness" and "THE DEVELOPMENT – Update on Prior Phases" for more information regarding the Prior Bonds and the development status of the prior phases, respectively.

The Series 2023 Bonds will finance a portion of the master and village infrastructure for Village O, which is planned for the remaining 64 lots planned for the Development (the "Series 2023 Project").

Series 2023 Project

Halff Associates, Inc. (the "District Engineer"), has prepared its Supplemental Engineer's Report dated [March 21, 2023] with respect to the Series 2023 Project (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Report"). Detailed information concerning the Series 2023 Project is contained in the Supplemental Engineer's Report, which is attached hereto as APPENDIX C. The information in this section is qualified in its entirety by reference to such Supplemental Engineer's Report, which should be read in its entirety.

The Series 2023 Project consists of the public infrastructure associated with the development of 64 residential lots planned in Village O. The total cost of the Series 2023 Project is estimated at \$4,212,000, which includes roadways, water management, water and wastewater systems, amenity improvements, and landscape and hardscape for Village O. A summary of the estimated costs of the Series 2023 Project is set forth in the following table, and more information is available in the Engineer's Report:

Improvements	Total (64 lots)
Roadway	\$ 670,000
Water Management & Control	536,000
Water Supply	229,000
Wastewater Management	634,000
Landscape/Hardscape/Recreation	300,000
Amenity	200,000
Off-Site Improvements	943,000
20% Contingency & Professional Fees	<u>700,000</u>
Totals	\$4,212,000

Land development associated with Village O commenced in February 2023 and is expected to be completed by November 2023. See "THE DEVELOPMENT – Development Plan and Status" herein for a discussion of the timing of development.

The net proceeds from the Series 2023 Bonds will be used to fund approximately \$1.69 million* of costs of the Series 2023 Project. The Landowner will enter into a completion agreement with the District agreeing to complete or cause the completion of the Series 2023 Project not funded with the Series 2023 Bonds. See "BONDOWNERS RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Series 2023 Project or the Construction of Homes within the Series 2023 Assessment Area."

The District Engineer has indicated that all engineering permits necessary to construct the Series 2023 Project that are set forth in the Supplemental Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Supplemental Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development, including the Series 2023 Assessment Area.

See "APPENDIX C: ENGINEER'S REPORT" for additional information regarding the components of the Series 2023 Project and the estimated costs.

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* Preliminary, subject to change.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

The First Amendment to Master Special Assessment Allocation Report dated August 17, 2021, as supplemented by the Preliminary Supplemental Special Assessment Allocation Report for the Series 2023 Bonds dated [March 21, 2023] (collectively, the "Assessment Methodology"), which allocates the Series 2023 Special Assessments to certain lands within the District has been prepared by Rizzetta & Company, Incorporated, Tampa, 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 2023 Bonds are determined, the Assessment Methodology will be revised to reflect such final terms. Once levied and imposed, the Series 2023 Special Assessments are first liens on the lands within the District against which they are assessed until paid or barred by operation of law, co-equal with one another to the extent levied on the same lands and with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2023 Bonds are payable from and secured solely by the Series 2023 Pledged Revenues, which consist primarily of the revenues received by the District from the Series 2023 Special Assessments. The Series 2023 Special Assessments will be initially levied on all of the lands within Village O, totaling approximately 29.807 gross acres (the "Series 2023 Assessment Area") on an equal per acre basis. At the time parcels are platted or otherwise subdivided into platted units, the debt will be transferred from the acres to platted lots in accordance with the Assessment Methodology. The Series 2023 Special Assessments will be assigned to the platted lots within Village O, which is planned for 64 lots, in accordance with the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" for more information.

Upon platting and absorption, the estimated Series 2023 Special Assessments levied and allocated to platted units to pay debt service on the Series 2023 Bonds and the estimated par per unit for the Series 2023 Bonds are expected to be as follows:

Product	# of Units Planned	Total Par Per Unit	Annual Assessments Per Unit*
Single-Family 70'	<u>64</u>	\$31,328	\$2,383
Total	64		

* Annual Series 2023 Special Assessment levels assume collection via the Uniform Method and include a gross up to account for County collection costs and early payment discounts.

The District also levies assessments to cover its operation and administrative costs. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. These taxes would be payable in addition to the Series 2023 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School Board of Hillsborough County each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See also "THE DEVELOPMENT – Taxes, Fees and Assessments."

[Remainder of page intentionally left blank.]

The information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNER" has been furnished by the Landowner 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 Landowner make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Landowner as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Landowner is not guaranteeing payment of the Series 2023 Bonds or the Series 2023 Special Assessments.

THE DEVELOPMENT

General

The District consists of approximately 1,176 gross acres lying within the development known as Triple Creek (the "Development"). The Development is located in the southeastern unincorporated part of the County in the Riverview area, which is part of the greater metropolitan Tampa Bay area and is situated east of Interstate 75 and U.S. Highway 301, between Balm Riverview Road and Balm Boyette Road. The Development is accessible from Interstate 75 and Interstate 4, which are both within a 15-minute drive from the Development. Major shopping, dining, entertainment, and services of the main Brandon area are all available within a 15-minute drive, and downtown Tampa, Channelside, and Historic Ybor are all within a 25-minute drive via the Crosstown Expressway. The FishHawk Ranch area and the Big Bend Road-U.S. 301 intersection offer a wide range of national, regional, and local retailers, restaurants, and entertainment. The Development includes various amenities. See "-Recreational Amenities" herein.

At buildout, the Development is planned to contain approximately 2,316 residential units. Phase 1, which contains 383 residential lots, was financed in part by the Series 2012 Bonds. Phases 2 through 4, which contain 898 residential lots, were financed in part by the District's Series 2017A Bonds, Series 2017B Bonds and Series 2018A Bonds. Phases 5 through 7 correspond to Villages H, M, N, O and P. Villages H and M are planned for 393 lots and were financed in part with proceeds of the Series 2019A Bonds and the Series 2019B Bonds. Villages N and P are planned for 307 lots and were financed in part with proceeds of the Series 2021 N & P Bonds. Villages Q and R are planned for 271 lots and were financed in part with the proceeds of the Series 2021 Q & R Bonds. See "-Updated on Prior Phases" herein for more information. The Series 2023 Bonds are being issued to finance a portion of the master and village infrastructure improvements associated with Villages O which is planned for 64 lots (the "Series 2023 Project"). See "THE MASTER CAPITAL IMPROVEMENT PLAN AND THE SERIES 2023 PROJECT" herein for more information regarding the District's CIP and "-Update on Prior Phases" herein for more information regarding the development status of each phase.

As of March 2023, a total of 1,736 homes in the Development had been sold to end users, of which approximately 237 homes were sold in 2022, at an average sales price of approximately \$429,000.

The Series 2023 Bonds will be secured by the Series 2023 Special Assessments, which will initially be levied on the approximately 29.807 gross acres within Village O. As lots are platted within Village O, the Series 2023 Special Assessments will be assigned to the 64 single-family residential lots planned therein on a first-platted, first-assigned basis, as set forth in the Assessment Methodology attached hereto. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "- Taxes, Fees & Assessments" herein for more information.

All of the land subject to the Series 2023 Special Assessments is owned by TC Venture 1, LLC, a Delaware limited liability company (the "Landowner"). [The Landowner expects to enter into a contract

with _____ (as defined herein, the "Builder") for the sale of all 64 developed lots planned for Village O in a single bulk takedown upon development completion (the "Builder Contract"). See "–The Builder Contract" herein for more information.]

A summary development plan by phase for Development lands within the District is set forth below:

	2012 Bonds	2017 Bonds	2018 Bonds	2019 Bonds	2021 N & P Bonds	2021 Q & R Bonds	2023 Bonds	
Product	Phase 1	Phases 2–4		Villages H & M	Villages N & P	Villages Q & R	Village O	Total Planned
SF 40'	40	17	96	58	59	62	0	332
SF 50'	189	372	181	263	157	108	0	1,270
SF 60'	49	160	72	72	91	101	0	545
SF 65'	79	0	0	0	0	0	0	79
SF 70'	0	0	0	0	0	0	64	64
SF 75'	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
	383	549	349	393	307	271	64	2,316

In the future, upon completion of a significant portion of the residential component of the Development, the "Village Center" will be developed outside of, but immediately adjacent to the District, and is expected to contain commercial spaces which may include professional offices and retail uses, as well as residential support uses. In March 2022, the 16,000-square foot Goddard Child Care and School was completed and opened. To date, the school has over 200 students enrolled. The Development is expected to attract middle-income move-up couples and families who want to live in a master-planned community.

Set forth on the following page is an aerial photograph of the Development, taken in [_____].
[need updated aerial]

[Remainder of page intentionally left blank.]



[update the above]

[Remainder of page intentionally left blank.]

Update on Prior Phases

The chart below summarizes the Assessments levied on and the status of development within prior phases of the Development, as of March 2023.

	2012 Bonds	2017 Bonds	2018 Bonds	2019 Bonds	2021 N & P Bonds	2021 Q & R Bonds	Total
Lots Planned	383	549	349	392	307	271	2,251
Lots Developed	383	549	349	392	307	271	2,251
Lots Contracted with Builders	383	549	349	392	307	271	2,251
Lots Closed with Builders	383	549	349	392	307	271	2,251
Homes Closed with Homebuyers	383	549	349	287	168	0	1,736
Homes under Contract with Homebuyers (not yet closed)	N/A	N/A	N/A	87	39	0	126
Builders	Lennar, M/I Homes, Mattamy	Mattamy, Lennar, Homes by West Bay	Lennar, Homes by West Bay, Casa Fresca	Lennar, Homes by West Bay, Casa Fresca	Lennar, Homes by West Bay	Lennar	

Land Acquisition

The Landowner acquired a majority of the land within the District for approximately \$15,700,000 in April 2010, which included Phase 1 which was partially developed at that time. It is estimated that the prior landowner had spent approximately [\$9,959,000] in land development costs at the time of acquisition. [The Landowner's interest in the District Lands are not subject to a mortgage.]

Development Finance Plan

The total land development costs associated with Village O are estimated to be approximately \$4,212,000, consisting of the Series 2023 Project. The Series 2023 Bonds will fund approximately \$1.69 million* of the Series 2023 Project. The Landowner will enter into a completion agreement with the District agreeing to complete or cause the completion of the Series 2023 Project not funded with the Series 2023 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Series 2023 Project or the Construction of Homes within the Series 2023 Assessment Area" herein.

* Preliminary, subject to change.

Development Plan and Status

Land development associated with Village O commenced in February 2023 and is expected to be completed by November 2023, at which point lots will be delivered to the Builder in accordance with the Builder Contract, and sales and vertical construction will commence. Closings with homebuyers are expected to commence by October 2024.

The Landowner expects that the Builder will close approximately 30 homes per annum until buildout. The anticipated absorption rate is based upon estimates and assumptions made by the Landowner that are inherently uncertain, though considered reasonable by the Landowner, 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 Landowner. As a result, there can be no assurance such absorption rate will occur or be realized in the timeframe anticipated. See "BONDOWNERS' RISKS" herein.

The Builder Contract

The Landowner is finalizing a contract with [_____], [a builder currently operating within the community]. The Builder Contract provides for the bulk sale of 64 developed and platted lots within Village O, in a single closing upon development completion. The Builder Contract provides for the purchase price of [\$178,500] per lot, [subject to certain escalators], for a total expected consideration of [\$11,424,000]. Pursuant to the Builder Contract, closing is expected to occur in October 2023.

[terms to come]

Neither the Builder nor any of the other entities listed above are guaranteeing payment of the Series 2023 Bonds or the Series 2023 Special Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the Series 2023 Bonds.

Residential Product Offerings

The following table reflects the Landowner's current expectations for the homes to be constructed in the Series 2023 Assessment Area, all of which are subject to change. The Development is expected to attract middle-income couples seeking a traditional neighborhood lifestyle in a well-amenitized natural environment community.

Product	Square Feet	Beds/ Baths	Estimated Home Prices
Single Family 70'	_____	- / -	\$____,000-\$____,000

Development Approvals

Zoning

The land within Village O was zoned as part of the overall Triple Creek PUD and was permitted as part of the overall 2,045 units of density approved for the initial Development. Commercial square footage requirements of the RP 2 zoning for this area were satisfied with the completion of the Goddard School.

A Proportionate Share Agreement for school concurrency was entered into between the Landowner and The School Board of Hillsborough County on November 14, 2022. At platting, a proportionate share payment in the amount of \$340,974 will be made to satisfy any school concurrency requirements for the 64

homes. This fee will be applicable as an offset to the School Impact Fees normally collected at the time of Certificate of Occupancy of the home.

Permits

The District Engineer has indicated that all permits necessary to construct the District's CIP, including the Series 2023 Project, have been obtained or are expected to be obtained in the ordinary course of business. The District Engineer will certify at the closing of the Series 2023 Bonds that there are no known issues which would prevent permits necessary for the installation of the infrastructure for the Development from being obtained in the ordinary course. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein.

Environmental

The Landowner obtained a Phase 1 Environmental Site Assessment dated March 2010 ("Environmental Report") as to the 1,017 acres currently within the District. The Environmental Report found no "recognized environmental conditions" on the land within the District. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein.

Recreational Amenities

An approximately 1,500-square foot clubhouse was constructed in the District in 2012 in conjunction with the development of Phase 1. The District also contains a second recreational amenity, which was substantially completed in May 2019, and consists of a clubhouse of up to 3,500 square feet with a fitness center, and a 2,000-square foot outdoor covered area in the form of a sports complex, with a pool, outdoor deck area and tennis and volleyball courts.

In addition, the District will be constructing a third amenity, which consists of a 1,000-square foot recreational cabana facility with a pool ("Recreational Facility #3). Construction of Recreational Facility #3 is expected to commence in the second quarter of 2023 and have a total approximate cost of \$1.8 million[, a portion of which may be funded as part of the Series 2023 Project]. Park areas, playgrounds and pedestrian-friendly trails are also planned for the Development.

The District will construct a lakefront amenity within Villages Q & R planned to consist of an approximately 3,800-square foot event space and neighborhood commercial uses with parking and restroom facilities (the "Villages Q & R Amenity"). Construction of the Villages Q & R Amenity will commence in the second quarter of 2023 and is expected to be completed by March 2024, at a total cost of approximately 1.2 million[, a portion of which may be funded as part of the Series 2023 Project]..

Education

Schools for the Development are currently Warren Hope Dawson Elementary School, Eisenhower Middle School and East Bay High School, which received grades of B, C and C from the Florida Department of Education for 2022 (the most recent year for which grades are available). Dawson Elementary School is located within the Development, and Eisenhower Middle School and East Bay High School are each located approximately 6 miles from the Development. School assignments are subject to change by the School Board of Hillsborough County, and there is no guaranty that school-age children residing in the Development will be assigned to the schools closest to the Development. Additionally, Goddard Child Care and School open within the Village Center in March 2022 and currently has an enrollment of over 200 students.

Taxes, Assessments and Fees

The Series 2023 Special Assessments, which will secure the Series 2023 Bonds, will be initially levied on an equal per acre basis on all of the 29.807 gross acres within the Series 2023 Assessment Area. At the time parcels are platted or otherwise subdivided into platted units, the debt will be transferred from the acres to the platted lots within Village O, which is planned for a total of 64 single-family lots, in accordance with the Assessment Methodology. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto for more information.

Upon platting and absorption, the estimated Series 2023 Special Assessments levied and allocated to platted units to pay debt service on the Series 2023 Bonds and the estimated par per unit for the Series 2023 Bonds are expected to be as follows:

Product	# of Units Planned	Total Par Per Unit	Annual Assessments Per Unit*
70'	<u>64</u>	\$31,328	\$2,383
Total	64		

* Annual Series 2023 Special Assessment levels assume collection via the Uniform Method and will be grossed up to include County collection costs/payment discounts.

In addition to the Series 2023 Special Assessments, the District also levies assessments to cover its operation and administrative costs that are currently [\$1,200] per single-family unit annually, but such amounts are subject to change. Residential units within the District are also subject to homeowners' association dues, which are currently approximately [\$66] per year, subject to change.

The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. These taxes would be payable in addition to the Series 2023 Special Assessments and 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 Board of Hillsborough County each levy ad valorem taxes upon the land in the District. The millage rate for lands in the District in 2022 was approximately 17.5059 mills. 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 prior years.

Competition

The Development currently competes with projects in the southern Hillsborough County market generally, which include Berry Bay, Creek Preserve, Cypress Ridge, Hawkstone, Ridgewood and Southshore Bay. The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development.

Landowner Agreements

The Landowner will enter into a completion agreement that will obligate the Landowner to complete or cause to be completed any portions of the Series 2023 Project not funded with proceeds of the Series 2023 Bonds.

In addition, the Landowner will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Landowner will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or

controlled by the Landowner, development rights relating the Series 2023 Project. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2023 Special Assessments as a result of a Landowner'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 Series 2023 Project.

Finally, the Landowner will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in the Series 2023 Assessment Area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Landowner are unsecured obligations. The Landowner is a special-purpose entity whose assets consist primarily of its interests in the Development. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Series 2023 Project or the Construction of Homes within the Series 2023 Assessment Area" and "THE LANDOWNER" herein for more information regarding the Landowner.

THE LANDOWNER

The land subject to the Series 2023 Special Assessments is owned by TC Venture 1, LLC, a Delaware limited liability company (the "Landowner"). The members of the Landowner are Triple Creek Recovery Acquisition, LLC, a Delaware limited liability company ("TC Recovery Fund"), and TCV 1, LLC, a Florida limited liability company ("TCV 1"), which is also the manager of the Landowner.

TCV 1, a member and the manager of the Landowner, is wholly owned by GreenPointe Ventures, LLC, a Delaware limited liability company ("GreenPointe"). The members of GreenPointe are GreenPointe Holdings LLC, a Florida limited liability company ("GreenPointe Holdings"), GreenPointe Properties, LLC, a Delaware limited liability company ("GreenPointe Properties") and Len-Land, LLC, a Delaware limited liability company ("Len-Land").

GreenPointe Holdings was founded by Edward E. Burr in 2008 with a charge to create livable communities of lasting value that fit the needs of today's homebuyers. Prior to leading GreenPointe Holdings, Burr founded the LandMar Group, LLC in 1987 and led the company's creation of master-planned, award-winning communities in Florida and coastal Georgia. Under his leadership, LandMar acquired, designed, entitled and developed more than [30] master-planned communities and developments. GreenPointe and each of its divisions are led by veterans of land and community development, homebuilding, lifestyle and amenities management, equity and debt financing, and infrastructure development. [The GreenPointe team's collective experience includes raising and investing more than \$800 million to develop 100,000 acres of land, build 80,000 home sites and construct 30,000 homes. GreenPointe and its partners own thirteen (13) Florida communities and developments totaling approximately 8,000 lots and several hundred acres of land entitled for multi-family residential, retail and office use.]

Len-Land is a wholly owned subsidiary of U.S. Home Corporation, a Delaware corporation, which is a wholly subsidiary of Lennar Corporation ("Lennar Corp."). Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be

obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by Lennar Corp. pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above. Lennar Homes, which is wholly owned by Lennar Corp., is one of the homebuilders in the Development.

TC Recovery Fund is affiliated with a fund that was launched in 2009 to invest in distressed real estate markets with private equity. TC Recovery Fund is managed by an investment management company that manages, among other things, other hedge funds. The investment management company that manages TC Recovery Fund manages other, similar funds that focus on opportunities in the United States housing sector.

None of the entities listed above is guaranteeing payment of the Series 2023 Bonds or the Series 2023 Special Assessments. None of the entities listed herein, other than the Landowner, has entered into any agreements in connection with the issuance of the Series 2023 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance and delivery of the Series 2023 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2023 Bonds. The District has covenanted in the Indenture to comply with each such requirement.

In the opinion of Akerman LLP, Bond Counsel, the proposed form of which is included as APPENDIX B hereto, assuming continuing compliance with certain covenants by the District and the accuracy of certain representations of the District, under existing statutes, regulations, published rulings, and judicial decisions, interest on the Series 2023 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the "adjusted financial statement income" (as defined in Section 56A of the Code) of "applicable corporations" (as defined in Section 59 of the Code) for the purposes of computing the alternative minimum tax imposed on such corporations for tax years beginning after December 31, 2022.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications 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 2023 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of these certifications and representations.

Bond Counsel's opinions are based on existing law, which is subject to change. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service ("IRS") or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

The IRS has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the IRS will commence an audit of the Series 2023 Bonds. Owners of the Series 2023 Bonds are advised that, if the IRS does audit the Series 2023 Bonds, under current IRS 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 2023 Bonds may have limited rights to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2023 Bonds until the audit is concluded, regardless of the ultimate outcome.

Collateral Tax Consequences

Prospective purchasers of the Series 2023 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the Series 2023 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, and certain S corporations.

Bond Counsel expresses no opinion regarding any federal tax consequences other than its opinion with regard to the exclusion of interest on the Series 2023 Bonds from gross income pursuant to Section 103 of the Code and the treatment of interest for purposes of the federal alternative minimum tax. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors with respect to all other tax consequences (including, but not limited to, those listed above) of holding the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

In the opinion of Bond Counsel, interest on the Series 2023 Bonds is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, *Florida Statutes*, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220, *Florida Statutes*.

Interest on the Series 2023 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2023 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2023 Bonds, in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2023 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar in nature to the Series 2023 Bonds. From time to time, legislative proposals may be introduced which could have an effect on both the federal tax consequences resulting from the ownership of the Series 2023 Bonds and their market value. No assurance can be given that any such legislative proposals, if enacted, would not apply to, or would not have an adverse effect upon, the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors as to the impact of any pending or proposed legislation. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2023 Bonds may affect the tax status of interest on the Series 2023 Bonds.

Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2023 Bonds maturing on _____ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2023 Bonds is subject to information reporting to the Internal Revenue Service Interest paid on tax-exempt bonds such as the Series 2023 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 2023 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 2023 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2023 Bonds and proceeds from the sale of Series 2023 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2023 Bonds. This withholding generally applies if the owner of Series 2023 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 2023 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 2023 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2023 Bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2023 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2023 Bonds. Investment in the Series 2023 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2023 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2023 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2023 Bonds, or in any way contesting or affecting (i) the validity of the Series 2023 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2023 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Landowner

The Landowner has represented that there is no litigation of any nature now pending or, to the knowledge of the Landowner, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Series 2023 Project or the development of the lands in the District as described herein, materially and adversely affect the ability of the Landowner to pay the Series 2023 Special Assessments imposed against the land within the District owned by the Landowner or materially and adversely affect the ability of the Landowner to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2023 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2023 Bonds.

NO RATING

No application for a rating for the Series 2023 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2023 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by Halff Associates, Inc., Tampa, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Rizzetta & Company, Incorporated, Tampa, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2023 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in a Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX F hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX F, commencing with the audit for the District fiscal year ended September 30, [2022]. Attached hereto as APPENDIX E is a copy of the District's audited financial statements for the District's fiscal year ended September 30, [2021], as well as the District's unaudited monthly financial statements for the period ended [____], 2023. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2023 Bonds are not general obligation bonds of the District and are payable solely from the Series 2023 Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including

bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default as to principal and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

The District and the Landowner will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX F, for the benefit of the Series 2023 Bondholders (including owners of beneficial interests in such Series 2023 Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX F: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Landowner 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 Indenture, but such event of default under the Disclosure Agreement would allow the Series 2023 Bondholders (including owners of beneficial interests in such Series 2023 Bonds) to bring an action for specific performance.

The District has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Prior Bonds. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the District were not timely filed and that notice of such late filings was not [always] provided. The District [has adopted continuing disclosure policies and procedures and] will appoint [Rizzetta & Company, Incorporated] to serve as the dissemination agent under the Disclosure Agreement. The District anticipates satisfying all future disclosure obligations required pursuant to its continuing disclosure undertakings and the Rule.

The Landowner has previously entered into continuing disclosure undertakings pursuant to the Rule, with respect to certain of the District's Prior Bonds. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the Landowner were not timely filed and that notice of such late filings was not provided. The Landowner anticipates satisfying all future disclosure obligations required pursuant to its continuing disclosure undertakings and the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase from the District the Series 2023 Bonds, at a purchase price of \$ _____ (par amount of the Series 2023 Bonds, less [an original issue discount of \$ _____ and an] Underwriter's discount of \$ _____). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2023 Bonds if any Series 2023 Bonds are purchased.

The Underwriter intends to offer the Series 2023 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2023 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Thirteenth Judicial Circuit Court of Florida in and for the County, rendered on October 8, 2007. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2023 Bonds are subject to the approval of Akerman LLP, Jacksonville, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Landowner by its general counsel, Patricia Nolan, Esq., Jacksonville, Florida.

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

MISCELLANEOUS

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

The references herein to the Series 2023 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2023 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2023 Bonds.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

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

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

APPENDIX A

**COPY OF MASTER INDENTURE AND
PROPOSED FORM OF SUPPLEMENTAL INDENTURE**

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C
ENGINEER'S REPORT

APPENDIX D
ASSESSMENT METHODOLOGY

APPENDIX E
DISTRICT'S FINANCIAL STATEMENTS

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

Exhibit D

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [_____], 2023 is executed and delivered by the Triple Creek Community Development District (the "Issuer" or the "District"), TC Venture 1, LLC, a Delaware limited liability company (the "Landowner"), and Rizzetta & Company, Incorporated, a Florida company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2023 (Village O Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of June 1, 2012 (the "Master Indenture"), as amended and supplemented with respect to the Series 2023 Bonds by a Ninth Supplemental Trust Indenture dated as of _____ 1, 2023 (the "Ninth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Jacksonville, Florida, as trustee (the "Trustee"). The Issuer, the Landowner and the Dissemination Agent covenant and agree as follows:

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

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

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

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

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

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

"Assessment Area" shall mean that portion of the District lands subject to Assessments, being more particularly described in the Limited Offering Memorandum as the Series 2023 Assessment Area.

"Assessments" shall mean the non-ad valorem Series 2023 Special Assessments, pursuant to the Ninth Supplemental Indenture.

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

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

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

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

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

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Rizzetta & Company, Incorporated has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Rizzetta & Company, Incorporated, and its successors and assigns.

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

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

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

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

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [_____], 2023, prepared in connection with the issuance of the Bonds.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowner and its affiliates for so long as such Landowner or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [_____ 1, 2023].

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

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

submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

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

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

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

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than each March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending [September 30, 2023]. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). [The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2022 on or before June 30, 2023]. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that

a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

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

(d) The Dissemination Agent shall:

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

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial 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 be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in each Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in each Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in each Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than

ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

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

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

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

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

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

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

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

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in Schedule B attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in the Assessment Area.

(iv) The number and type of lots platted in the Assessment Area.

(v) With respect undeveloped and unplatted lands owned in the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in the Assessment Area in such quarter.

(viii) With respect to the Assessment Area, material changes to (1) builder contracts, (2) the number or type of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in the Assessment Area to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations

of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Landowner from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2023 Debt Service Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal

* Not applicable to the Bonds at their date of issuance.

law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

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

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

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

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

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

to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), or (xvi) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

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

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Rizzetta & Company, Incorporated. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Rizzetta & Company, Incorporated. Rizzetta & Company, Incorporated, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

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

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, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on

the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of the each Obligated Person, if any.

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

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

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowner and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Landowner and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

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

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

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

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

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

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

19. **Additional Disclosure.** Rizzetta & Company, Incorporated, does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Incorporated, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Incorporated, does not provide the Issuer with financial advisory services or offer investment advice in any form.

[Signature Page Follows]

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

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary

TC VENTURE 2, LLC, AS LANDOWNER

By: _____
[_____] , Vice President

**RIZZETTA & COMPANY,
INCORPORATED, and its successors and
assigns, AS DISSEMINATION AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**RIZZETTA & COMPANY,
INCORPORATED, AS DISTRICT
MANAGER**

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

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

Name of Issuer: Triple Creek Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Special Assessment Bonds, Series 2023 (Village O Project)

Obligated Person(s): Triple Creek Community Development District;
_____.

Original Date of Issuance: [____], 2023

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [____], 2023, by and between the Issuer, the Landowner and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	<u>Quarter Ended – 12/31</u>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<u>\$ Certified</u>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
 - B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>	<u>% Collected</u>	<u>% Delinquent</u>
On Roll	\$ _____	\$ _____	____%	____%
Off Roll	\$ _____	\$ _____	____%	____%
TOTAL				

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

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

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

SCHEDULE B

FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

Bond Information

Triple Creek Community Development District

Date of Quarterly Report _____

Bond Series 2023

Area/Project Village O Project

1. Unit Mix For Land Subject To Assessments

<u>Type</u>	<u>Number of Lots/Units</u>	<u>Ownership Information</u>		
		<u>Developer Owned</u>	<u>Builder Owned</u>	<u>Homeowner Owned</u>
Total				

2. For Lots owned by Obligated Person (if applicable)

<u>Type</u>	<u># of Lots Owned by Obligated Person</u>	<u># of Lots Under Contract With Builders (NOT CLOSED)</u>	<u># of Lots NOT Under Contract</u>	<u>Name of Builder</u>	<u>Expected Takedown Date(s)</u>
Total					

3. Status of Land Subject to Assessments

A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Bonds:

1. When do you anticipate lots will be developed (for each phase or sub phase)?
2. When do you anticipate lots will be platted (for each phase or sub phase)?
3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

D. Homes Closed with End-Users:

Total CUMULATIVE

E. Homes Sold To End Users (AND NOT CLOSED):

Total QUARTER ONLY

4. Development Changes and Status Updates

1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
2. Any bulk sales of land within the District to other developers or builders?
3. Any material changes to the number or type of lots planned to be developed in each Assessment Area?
4. Any materially adverse changes or determinations to permits/approvals for each Assessment Area which necessitate changes to the development plans?
5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in each Assessment Area (amount, rate, and term)?
6. Sale, assignment or transfer of ownership of real property in each Assessment Area to a third party, which will in turn be an Obligated Person?

*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

Tab 11

AGREEMENT BETWEEN THE TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT AND TC VENTURE 1, LLC, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY SERIES 2023 BONDS (VILLAGE O PROJECT)

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, this _____ day of _____ 2023, by and between:

Triple Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), and

TC Venture 1, LLC, a Delaware limited liability company and landowner within the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Landowner**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 07-14, as supplemented by Ordinances 15-18 and 21-6 enacted on July 21, 2015 and February 10, 2021 respectively, adopted by the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway system improvements, potable water and sewer infrastructure, water management and control improvements, recreational facilities, landscape and hardscape facilities, and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner of certain lands in unincorporated Hillsborough County, Florida, located within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Amended and Restated Master Capital Improvement Plan*, dated April 11, 2016, as amended by the *First Amendment*, dated October 26, 2021, and as supplemented relative to the development of the lands within Village O by the District’s *Supplemental Engineer’s Report, Special Assessment Bonds, Series 2023 (Village O)*, dated March 21, 2023, attached to this Agreement as **Exhibit A (“Series 2023 Project”)**; and

WHEREAS, the District intends to finance a portion of the Series 2023 Project through the use of proceeds from the sale of \$ [REDACTED] in aggregate principal amount of Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (“**Series 2023 Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Series 2023 Project (“**Work Product**”); or (ii) construction and/or installation of all of the improvements comprising the Series 2023 Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Landowner’s need to commence or cause commencement of development of the lands within the District in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advance funded certain of the Work Product and/or Improvements, and, pursuant to a completion agreement being entered into between the District and Landowner concurrent herewith, Landowner may cause funds to be advanced and/or the Improvements to be completed to the extent that the proceeds of the Series 2023 Bonds are insufficient to do so; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Landowner.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Series 2023 Project.

- a. *Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. *Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Series 2023 Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“Trustee”).
- c. *Conveyances on “As Is” Basis*** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. In addition, the Landowner agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. *Right to Rely on Work Product and Releases*** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided that Landowner may make such release on a non-exclusive basis to the extent that Landowner reasonably determines that Landowner requires such rights in connection with the ownership or operation of the lands owned by Landowner within the District and/or the future sale of lots within the District. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.
- e. *Transfers to Third Party Governments*** – If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and

provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

- f. **Permits** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement, provided that the District or such governmental entity accepts the associated operation and maintenance obligations.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Series 2023 Project; (ii) the price for such Work Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. CONVEYANCE OF REAL PROPERTY. The Landowner agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Series 2023 Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Real Property that have been, or will be, funded by the District.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are

constructed as the District deems acceptable, such as non-exclusive easement interests.

- c. ***Landowner Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to enable the construction by third parties of any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction vehicle ingress and egress relating to the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner’s ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay or cause a third party to pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner

agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. **ACQUISITIONS AND BOND PROCEEDS.** The District shall in good faith pursue the issuance of the Series 2023 Bonds to finance a portion of the Series 2023 Project and may in the future, and in its sole discretion, elect to issue additional bonds ("**Future Bonds**") that may be used to finance portions of work acquired hereunder that are not financed with the Series 2023 Bonds; however, it is not anticipated that the District will issue such Future Bonds. In the event that the District issues the Series 2023 Bonds (or any Future Bonds) and has bond proceeds available to pay for any portion of the Series 2023 Project acquired by the District, and subject to the terms of the applicable documents relating to the Series 2023 Bonds (or any Future Bonds, as applicable), then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Landowner for any

unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

7. ATTORNEYS' FEES AND COSTS. 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. 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 Landowner. Additionally, with regards to amendments having a material effect on the payment of debt service on the Series 2023 Bonds, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Triple Creek Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: TC Venture 1, LLC
7807 Baymeadows Road East, Suite 205

Jacksonville, Florida 32256
Attn: Graydon Miars
Attn: Patricia Nolan

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner 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 Landowner.

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner 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 Landowner 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2023 Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds outstanding, which consent shall not be unreasonably

withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

16. 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.

17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

18. 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.

19. 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.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the parties below execute the Acquisition Agreement.

WITNESS:

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

(Printed Name)

WITNESS:

TC VENTURE 1, LLC, a Delaware limited liability company

By: _____

Its: _____

(Printed Name)

Exhibit A: *Supplemental Engineer's Report, Special Assessment Bonds, Series 2023 (Village O), dated March 21, 2023*

EXHIBIT A

*Supplemental Engineer's Report, Special Assessment Bonds, Series 2023 (Village O),
dated March 21, 2023*

Tab 12

**AGREEMENT BETWEEN THE TRIPLE CREEK COMMUNITY DEVELOPMENT
DISTRICT AND TC VENTURE 1, LLC REGARDING THE COMPLETION OF
CERTAIN IMPROVEMENTS**

SERIES 2023 BONDS (VILLAGE O PROJECT)

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____ 2023, by and among:

Triple Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), and

TC Venture 1, LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Landowner**”, and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District was established by ordinance of Hillsborough County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadway system improvements, potable water and sewer infrastructure, water management and control improvements, recreational facilities, landscape and hardscape facilities, and other infrastructure projects authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Landowner is currently the owner of certain lands in Hillsborough County, Florida, located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, “**Improvements**”), which plan is detailed in the *Amended and Restated Master Capital Improvement Plan*, dated April 11, 2016 as amended by the *First Amendment*, dated October 26, 2021 (collectively, the “**Amended Master Report**”), as supplemented with respect to the development of Village O by the District’s *Supplemental Engineer’s Report, Special Assessment Bonds, Series 2023 (Village O)*, dated March 21, 2023 (“**Series 2023 Project Report**”), a copy of which supplemental report is attached to this Agreement as **Exhibit A**; and

WHEREAS, the Improvements described in the Master Project Report make up all of the infrastructure improvements necessary to fully develop the real property currently within the boundaries of the District (the “**Master Project**”); and

WHEREAS, the District intends to fund the Master Project through the use of proceeds from issuances of capital improvement revenue and special assessment bonds (collectively, the “**Bonds**”); and

WHEREAS, the District presently intends to issue the Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (“**Series 2023 Bonds**”), to fund a portion of the Master Project set forth in the Series 2023 Project Report (“**Series 2023 Project**”), and levy special assessments for the repayment of the Series 2023 Bonds (“**Series 2023 Assessments**”), as further detailed in that certain *Master Special Assessment Allocation Report*, dated May 17, 2016, as amended by the *First Amendment* dated August 17, 2021, and as supplemented relative to the lands within Village O by that certain *Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023 (Village O Project)*, dated [REDACTED], 2023 (the “**Supplemental Assessment Report**”) on certain lands set forth in the Supplemental Assessment Report that make up such assessment area (“**Series 2023 Assessment Area**”); and

WHEREAS, in order to ensure that the Improvements for the entire Master Project are completed and funding is available in a timely manner to provide for completion of the Improvements, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its proceeds from the Series 2023 Bonds to construct the improvements described in the Series 2023 Project Report, should the existing proceeds be insufficient to complete the Series 2023 Project, the Landowner will make provision for any additional funds that may be needed for the completion of the Series 2023 Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner 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 IMPROVEMENTS.

(a) The Landowner and District agree that, as long as the District uses its proceeds from bonds issued, including the Series 2023 Bonds, to construct Improvements described in the Series 2023 Project Report, as may be amended from time to time, should the District be unable to complete the Series 2023 Project with its existing proceeds and/or the proceeds of bonds issued in the future by the District, if any, the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Series 2023 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft

costs associated therewith (the Improvements for which Landowner is making commitment herein being referred to as the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District, whether by way of the Series 2023 Bonds or any bonds issued in the future. The Landowner hereby acknowledges and agrees that the District does not anticipate, and is under no obligation, to issue bonds in the future with respect to the Series 2023 Assessment Area.

(b) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(c) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided 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 Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District’s best interests.

(d) Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the Series 2023 Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(e) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Series 2023 Project 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.

(f) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Series 2023 Project, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2023 Project or the Remaining Improvements shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding, and the Landowner, provided that the Landowner’s consent shall not be withheld, conditioned or delayed unreasonably. Landowner’s consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the Improvements

are materially changed in response to a requirement imposed by a regulatory agency, provided, however, that the District agrees to give the Landowner written notice of such material change and to reasonably cooperate with the Landowner to minimize the impact thereof.

3. 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 actual damages and/or specific performance (but excluding punitive, special or consequential damages). Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

4. ENFORCEMENT OF AGREEMENT. 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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 Landowner. With regards to amendments having a material effect on the payments of debt service on the Series 2023 Bonds, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2023 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 Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

7. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Triple Creek Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
107 West College Avenue

Tallahassee, Florida 32302
Attn: District Counsel

B. If to Landowner:

TC Venture 1, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon Miars
Attn: Patricia Nolan

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner 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 Landowner.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner 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 Landowner 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

10. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Series 2023 Assessment Area subject to the assessments then owned by the Landowner pursuant to which the purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Landowner.

13. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

14. 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.

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. 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.

17. 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.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

TC VENTURE 1, LLC,
a Delaware limited liability company

(Printed Name)

By: _____
Its: _____

Exhibit A: *Supplemental Engineer’s Report, Special Assessment Bonds, Series 2023 (Village O), dated March 21, 2023*

Exhibit A

*Supplemental Engineer's Report, Special Assessment Bonds, Series 2023 (Village O),
dated March 21, 2023*

Tab 13

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lindsay Whelan, Esq.
KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
SERIES 2023 BONDS (VILLAGE O PROJECT)

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this _____ day of _____ 2023, by and between:

TC VENTURE 1, LLC, a Delaware limited liability company and the primary owner of lands within the boundary of the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the “**Landowner**”); and

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”) for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the District (the “**Series 2023 Project**”), as described in that certain *Amended and Restated Master Capital Improvement Plan*, dated April 11, 2016, as amended by the *First Amendment*, dated October 26, 2021, and as supplemented with respect to the development of Village O by the District’s *Supplemental Engineer’s Report, Special Assessment Bonds, Series 2023 (Village O)*, dated March 21, 2023 (collectively, the “**Engineer’s Report**”); and

WHEREAS, the cost of Series 2023 Project is in the amount of approximately \$4,212,000; and

WHEREAS, the District intends to finance all or a portion of the Series 2023 Project through the anticipated issuance of \$ _____ in aggregate principal amount of Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (“**Series 2023 Bonds**”); and

WHEREAS, pursuant to Resolutions 2016-04, 2016-05, 2016-07, 2017-11, and 2023-____, the District has imposed special assessments (the “**Series 2023 Special Assessments**”) on certain lands within the District (the “**2023 Assessment Area**”) to secure the repayment of the Series 2023 Bonds; and

WHEREAS, the Landowner is the owner of certain lands and maintains development rights as to those lands within the 2023 Assessment Area, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Landowner Lands**”); and

WHEREAS, the Landowner has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Landowner Lands, the 2023 Assessment Area and the Series 2023 Project (collectively, the “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate that the 2023 Assessment Area will be developed consistent with the Engineer’s Report and that certain *Master Special Assessment Allocation Report*, dated May 17, 2016, as amended by the *First Amendment* dated August 17, 2021, and as supplemented relative to the lands within Village O by that certain *Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023 (Village O Project)*, dated _____, 2023 (the “**Supplemental Assessment Report**”); and

WHEREAS, the District and the Landowner anticipate that (i) the Landowner Lands will be subdivided into single-family lots through the County’s approval of multiple subdivision plats, (ii) true-up payments, if any are due as to the Landowner Lands, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrent herewith, and (iii) all of the Landowner Lands, or lots therein, will be sold to homebuilders or homebuyers (hereinafter referred to as “**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2023 Special Assessments securing the Series 2023 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Series 2023 Special Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedial Rights**”); and

WHEREAS, as an inducement to the District to issue its Series 2023 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the Series 2023 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Supplemental Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Series 2023 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Supplemental Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2023 Special Assessments levied against the Landowner Lands, which failure is not cured within any applicable cure period; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Landowner Lands, any and all successors-in-interest to the Landowner Lands shall be subject to this Collateral Assignment Series 2023 Bonds (Village O Project) - TC Venture 1, LLC

Assignment, which shall be recorded in the Official Records of Hillsborough County, Florida, except as set forth in this Assignment; 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 Series 2023 Project.

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 receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

SECTION 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 Assignment.

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event the Landowner fails to timely pay the Series 2023 Special Assessments levied against the Landowner Lands, the District shall be entitled to exercise Remedial Rights. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (the “**SPE**”) to hold title to the Landowner Lands, as designee of the District. The Landowner hereby agrees to collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by Landowner or subsequently acquired by the Landowner, all of its Development and Contract Rights as security for Landowner’s payment and performance and discharge of its obligation to pay the Series 2023 Special Assessments levied against the Landowner Lands; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Series 2023 Project or the 2023 Assessment Area. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Landowner Lands which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Hillsborough County, the District, any utility provider, governmental or quasi-governmental entity, any applicable homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner’s association governing the Landowner Lands, as recorded in the Official Records of Hillsborough County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Landowner.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Landowner Lands.

3. Preliminary and final plats and/or site plans for the Landowner Lands.

4. Architectural plans and specifications for buildings and other improvements to the Landowner Lands, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Landowner Lands or the Series 2023 Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Landowner Lands or the Series 2023 Project or the construction of improvements thereon (other than those associated with homebuilding or home construction), together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and waste water service to the Landowner Lands, and all hookup fees and utility deposits paid by Landowner in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Landowner Lands by Landowner in connection with the development of the 2023 Assessment Area or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the 2023 Assessment Area, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan or land intended to be made subject to a plat and/or site plan (the “**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2023 Special Assessments levied against the Landowner Lands, and the Trustee or its assignee acquires any Landowner Lands as a result of its exercise of its Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

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 2023 Bonds in full; (ii) Development Completion; and (iii) upon a Prior Transfer as to the portion of the Landowner Lands which are subject to the Prior Transfer (herein, the “**Term**”). Without limiting the foregoing, upon a Prior Transfer, the portion of the Landowner Lands so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Landowner Lands and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Landowner Lands so transferred without making exception for this Assignment. At Landowner’s request from time to time, District and Landowner will record a notice or other appropriate instrument in the Public Records of Hillsborough County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Series 2023 Project and documents applicable thereto.

SECTION 3. LANDOWNER WARRANTIES. The Landowner represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner:

A. Other than pursuant to the Builder contracts, the Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Landowner, the Landowner has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Landowner Lands (other than a Prior Transfer) shall subject any and all successors-in-interest of the Landowner to this Assignment.

SECTION 4. LANDOWNER COVENANTS. The Landowner covenants with the District that during the Term:

A. The Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed, and observed each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of

any claim of material default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one-hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. 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 and Contract Rights unless it chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an event of default (hereinafter referred to as an "**Event of Default**") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

A. Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as Landowner could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Landowner Lands or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Landowner Lands nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

D. After the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts at the sole cost and expense of the Landowner to (i) enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed;

and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2023 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the Series 2023 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the "**Code**"), and the Landowner grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of the parties hereto, and with regard to amendments having a material effect on the payments of debt service on the Series 2023 Bonds, with the prior written consent of the trustee for the Series 2023 Bonds (the "**Trustee**"), acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding.

SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner 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 Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Landowner Lands here from upon a Prior Transfer thereof. Also

notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2023 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A. If to the District: Triple Creek Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: TC Venture 1, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon Miars
Attn: Patricia Nolan

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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this 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. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, 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 Landowner.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment 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.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

TC VENTURE 1 LLC, a Delaware limited liability company

Witness Signature
Printed name: _____

By: _____

Witness Signature
Printed name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2023, by _____, as _____ of TC Venture 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

WITNESSES:

**TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed name:_____

Chairperson, Board of Supervisors

Witness Signature
Printed name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2023, by _____, as Chairperson of the Board of Supervisors, for and on behalf of the Triple Creek Community Development District, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

Exhibit A

Legal Description of Series 2023 (Village O Project) Assessment Area

DESCRIPTION: A parcel of land lying in Section 1, Township 31 South, Range 20 East, and Section 6, Township 31 South, Range 21 East Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 1, also being the Southwest corner of said Section 6, run thence along the East boundary of said Section 1, N 00°16'00" E, a distance of 100.00 feet to the North right-of-way line of Triple Creek Boulevard Extension (100' Public Right-of-way), as recorded in Official Records Book 5000, Page 542 of the of the Public Records of Hillsborough County, Florida and the **POINT OF BEGINNING**; thence along said North right-of-way line, N 89°56'52" W, a distance of 1327.22 feet to the Southerly extension of the Easterly boundary of a Conservation Easement, as recorded in Official Records Book 18006, Page 1334 of the Public Records of Hillsborough County, Florida; Thence along said Easterly boundary and its Southerly extension thereof, N 00°45'46" W, a distance of 875.35 feet; thence leaving said Easterly boundary, S 89°55'47" E, a distance of 427.84 feet; thence S 00°03'23" W, a distance of 280.21 feet; thence S 89°56'37" E, a distance of 372.60 feet; thence N 42°59'21" E, a distance of 120.55 feet; thence S 89°56'37" E, a distance of 160.39 feet; thence S 60°14'13" E, a distance of 140.34 feet; thence S 86°28'25" E, a distance of 93.86 feet; thence N 45°00'00" E, a distance of 140.00 feet; thence N 29°43'33" E, a distance of 72.56 feet; thence N 29°43'33" E, a distance of 75.15 feet; thence N 32°12'38" E, a distance of 92.44 feet; thence N 49°24'41" E, a distance of 82.56 feet; thence S 87°39'51" E, a distance of 164.50 feet; thence S 45°02'09" E, a distance of 179.07 feet; thence S 45°00'00" E, a distance of 191.54 feet; thence S 45°00'00" W, a distance of 523.55 feet; thence S 00°15'47" W, a distance of 329.48 feet to the North right-of-way line of said Triple Creek Boulevard Extension; thence along said North right-of-way line, N 89°44'01"W, a distance of 258.38 feet to the **POINT OF BEGINNING**

Containing 29.807 Acres

Tab 14

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lindsay Whelan, Esq.
KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301

AGREEMENT BY AND BETWEEN THE TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT AND TC VENTURE 1, LLC REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2023 SPECIAL ASSESSMENTS

SERIES 2023 BONDS (VILLAGE O PROJECT)

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2023, by and between:

Triple Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in unincorporated Hillsborough County, Florida (the “**District**”); and

TC Venture 1, LLC, a Delaware limited liability company, and an owner of lands within the District (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners in and for Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including roadway system improvements, potable water and sewer infrastructure, water management and control improvements, recreational facilities, landscape and hardscape facilities, and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in Hillsborough County, Florida, located within the boundaries of the District, as further described in attached **Exhibit A (“Landowner Lands”)** which are included within the Series 2023 Assessment Area (defined below); and

WHEREAS, a Final Judgment was issued on October 8, 2007, validating the authority of the District to issue up to \$120,000,000 in aggregate principal amount of Triple Creek Community Development District (Hillsborough County, Florida) Capital Improvement Revenue Bonds to finance certain improvements and facilities within the District; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (the “**Series 2023 Project**”), as detailed in the *Amended and Restated Master Capital Improvement Plan*, dated April 11, 2016 as amended by the *First Amendment*, dated October 26, 2021, as supplemented relative to the development of the lands within Village O by the District’s *Supplemental Engineer’s Report, Special Assessment Bonds, Series 2023 (Village O)*, dated March 21, 2023 (the “**Series 2023 Project Report**”), and the anticipated costs of the improvements described in the Series 2023 Project Report; and

WHEREAS, the District intends to finance a portion of the Series 2023 Project through the use of proceeds from the sale of \$ [REDACTED] in aggregate principal amount of Triple Creek Community Development District Special Assessment Bonds, Series 2023 (Village O Project) (“**Series 2023 Bonds**”); and

WHEREAS, pursuant to District Resolution Nos. 2016-04, 2016-05, 2016-07, 2017-11, and 2023-[REDACTED], (the “**Assessment Resolutions**”), the District imposed special assessments on the certain lands within the District, including the Landowner Lands (“**Series 2023 Assessment Area**”) to secure the repayment of the Series 2023 Bonds (the “**Series 2023 Assessments**”); and

WHEREAS, Landowner agrees that all lands within the Series 2023 Assessment Area benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2023 Project; and

WHEREAS, Landowner agrees that the Series 2023 Assessments which were imposed on the Series 2023 Assessment Area have been validly imposed and constitute valid, legal and binding liens upon the Series 2023 Assessment Area, which Series 2023 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2023 Assessments on 2023 Assessment Area; and

WHEREAS, the *Master Special Assessment Allocation Report*, dated May 17, 2016, as amended by the *First Amendment* dated August 17, 2021, and as supplemented relative to the lands within Village O by that certain *Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023 (Village O Project)*, dated [REDACTED], 2023 (together, the “**Supplemental Assessment Report**”), provides that as Series 2023 Assessment Area lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon Series 2023 Assessment Area lands within the District would be calculated based upon certain

density assumptions relating to the number of each type of single-family units to be constructed on Series 2023 Assessment Area lands within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that Series 2023 Assessment Area lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Supplemental Assessment Report; and

WHEREAS, the District's Supplemental Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's Supplemental Assessment Report (which payments shall collectively be referenced as the "**True-Up Payment**"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2023 Assessments, subject to the terms and conditions contained herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2023 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2023 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A.** Landowner agrees that to the extent Landowner fails to timely pay all Series 2023 Assessments collected by mailed notice of the District, said unpaid Series 2023 Assessments (including True-Up Payments) may be placed on the tax roll by the

District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

- B.** Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Landowner Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns as to the Landowner Lands until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A.** *Assumptions as to the Series 2023 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of sixty-four (64) single-family residential dwelling units, as more specifically described by unit size/number in the Supplemental Assessment Report, will be constructed within the 2023 Assessment Area and are all within the Landowner Lands.
- B.** *Process for Reallocation of Assessments.* For unplatted tracts, the Series 2023 Assessments will initially be levied on unplatted acreage in the 2023 Assessment Area and will be reallocated as lands are platted (“**Reallocation**”). In connection with such platting of acreage within the Landowner Lands, the Series 2023 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2023 Assessments to the residential product types being platted and the remaining property in accordance with the Supplemental Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.
 - (i)** It is an express condition of the lien established by the Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within Series 2023 Assessment Area shall be presented to the District for review, approval and allocation of the Series 2023 Assessments to the product types being platted and the remaining property in accordance with the Supplemental Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation as to the Landowner Lands. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Series 2023 Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Series 2023 Assessment Area is platted (each such date being a “**True-Up Date**”), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Landowner Lands exceeds the initial maximum debt per developable acre for the Series 2023 Assessments (calculated as the par amount of the Series 2023 Bonds divided by the number of gross acres within the Series 2023 Assessment Area), and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “**True-Up Payment**”) shall become immediately due and payable by Landowner that tax year in accordance with the Supplemental Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payments of the debt services obligations on the Series 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii) The foregoing is based on the District's understanding with Landowner that the par debt for the Series 2023 Assessment Area is \$ [REDACTED] relative to the Series 2023 Assessments. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District’s total debt service obligation for the Series 2023 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner’s obligation to abide by the requirements of the Reallocation of Series 2023 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

A. *Agreement Runs with Land* – This Agreement shall constitute a covenant running with title to the Landowner Lands, binding upon Landowner and its successors and assigns as to the Landowner Lands or portions thereof, and any transferee of any portion of the Landowner Lands as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.

B. Exceptions – Landowner shall not transfer any portion of the Landowner Lands to any third party without complying with the terms of subsection C. below, other than:

- (i) Platted and fully developed lots to homebuilders restricted from re-platting;
- (ii) Platted and fully developed lots to end users; and
- (iii) Portions of the Landowner Lands which are exempt from assessments to the County, the District, a homeowners’ association, or other governmental agencies.

Any transfer of any portion of the Landowner Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the Landowner Lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

C. Transfer Conditions – Landowner shall not transfer any portion of the Landowner Lands to any third party, except as permitted by subsection B. above, without either i) satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer, or ii) causing the transferee to assume by written instrument, recorded in the Official Records of the County, the True-Up Payment obligations as to the Lands so transferred (“**Transfer Condition**”). Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Landowner Lands only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee, shall be deemed to assume Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Landowner Lands so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or hand delivered to the parties, as follows:

A. If to the District: Triple Creek Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner: TC Venture 1, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Graydon Miars
Attn: Patricia Nolan

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. ASSIGNMENT. Except as provided and subject to the terms and conditions in Section 6.C. hereof, no party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld, and of the Trustee of the Series 2023 Bonds, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding. Any purported assignment by either party absent the prior written consent of the other party or the Trustee as required by this section shall be void and unenforceable.

SECTION 10. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and, with regards to amendments having a material effect on the payments of debt service on the Series 2023 Bonds, with the prior written consent of the Trustee of the Series 2023 Bonds, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding.

SECTION 11. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the Series 2023 Bonds, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 13. 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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. Notwithstanding the foregoing, the Trustee for the Series 2023 Bonds, on behalf of the Series 2023 bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Hillsborough County, Florida.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

TC VENTURE 1, LLC, a Delaware limited liability company

Witness Signature
Printed name: _____

Name: _____
Its: _____

Witness Signature
Printed name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2023, by _____, as _____ of TC Venture 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

TRIPLE CREEK COMMUNITY
DEVELOPMENT DISTRICT

Witness Signature
Printed name: _____

Chairperson, Board of Supervisors

Witness Signature
Printed name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2023, by _____, as Chairperson of the Board of Supervisors, for and on behalf of the Triple Creek Community Development District, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

Exhibit A: Legal Description of the Series 2023 Assessment Area

Exhibit A

Legal Description of Series 2023 (Village O Project) Assessment Area

DESCRIPTION: A parcel of land lying in Section 1, Township 31 South, Range 20 East, and Section 6, Township 31 South, Range 21 East Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast Corner of said Section 1, also being the Southwest corner of said Section 6, run thence along the East boundary of said Section 1, N 00°16'00" E, a distance of 100.00 feet to the North right-of-way line of Triple Creek Boulevard Extension (100' Public Right-of-way), as recorded in Official Records Book 5000, Page 542 of the of the Public Records of Hillsborough County, Florida and the **POINT OF BEGINNING**; thence along said North right-of-way line, N 89°56'52" W, a distance of 1327.22 feet to the Southerly extension of the Easterly boundary of a Conservation Easement, as recorded in Official Records Book 18006, Page 1334 of the Public Records of Hillsborough County, Florida; Thence along said Easterly boundary and its Southerly extension thereof, N 00°45'46" W, a distance of 875.35 feet; thence leaving said Easterly boundary, S 89°55'47" E, a distance of 427.84 feet; thence S 00°03'23" W, a distance of 280.21 feet; thence S 89°56'37" E, a distance of 372.60 feet; thence N 42°59'21" E, a distance of 120.55 feet; thence S 89°56'37" E, a distance of 160.39 feet; thence S 60°14'13" E, a distance of 140.34 feet; thence S 86°28'25" E, a distance of 93.86 feet; thence N 45°00'00" E, a distance of 140.00 feet; thence N 29°43'33" E, a distance of 72.56 feet; thence N 29°43'33" E, a distance of 75.15 feet; thence N 32°12'38" E, a distance of 92.44 feet; thence N 49°24'41" E, a distance of 82.56 feet; thence S 87°39'51" E, a distance of 164.50 feet; thence S 45°02'09" E, a distance of 179.07 feet; thence S 45°00'00" E, a distance of 191.54 feet; thence S 45°00'00" W, a distance of 523.55 feet; thence S 00°15'47" W, a distance of 329.48 feet to the North right-of-way line of said Triple Creek Boulevard Extension; thence along said North right-of-way line, N 89°44'01"W, a distance of 258.38 feet to the **POINT OF BEGINNING**

Containing 29.807 Acres

Tab 15

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Triple Creek Community Development District was held on **Tuesday, February, 2023 at 6:00 p.m.** to be held at Hammock Club, located at 13013 Boggy Creek Drive, Riverview, FL 33579.

Present and constituting a quorum:

Alex Garces	Board Supervisor, Chairman
Marc Carlton	Board Supervisor, Vice Chairman
David Stafford	Board Supervisor, Assistant Secretary
Elizabeth Rosado	Board Supervisor, Assistant Secretary
Shannon Lewis	Board Supervisor, Assistant Secretary

Also, present were:

Taylor Nielsen	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Kutak Rock
Steven Giovanniello	Clubhouse Manager, Vesta
Kyle Thornton	DE; Half
John Fowler	Landscape Inspection, Rizzetta & Company, Inc.
Paula Means	Representative, LMP
Julie Cortina	Representative, Vesta
Bert Smith	Representative, Sitex Aquatics

Audience

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Nielsen called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

The Board heard audience comments regarding food drive request, a golf cart promotion request, bus stop improvements, vandalism, and a request for a pickleball club.

On a Motion by Mr. Carlton, seconded by Mr. Garces, with all in favor, the Board approved for Liz Irving to conduct a food drive on site, to be coordinated with the Clubhouse Manager, for the Triple Creek Community Development District.

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THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics Report

Mr. Smith presented the Aquatics Report to the Board. There were no comments or questions from the Board.

B. Field Service Report & Landscapers' Responses

Mr. Fowler presented the Landscape Inspection Report to the Board. There were no comments or questions from the Board.

C. LMP Report

Ms. Means presented the LMP Report and Proposals to the Board.

On a Motion by Mr. Garces, seconded by Mr. Stafford, with all in favor, the Board approved the LMP Proposal #81725, for the Triple Creek Community Development District.

The Board decided to table the LMP Proposal #81377 until the proposal is updated to include irrigation costs.

On a Motion by Mr. Garces, seconded by Mr. Stafford, with all in favor, the Board approved the LMP Proposal #81480, for the Triple Creek Community Development District.

On a Motion by Mr. Garces, seconded by Mr. Carlton, with all in favor, the Board approved the LMP Proposal #81481, for the Triple Creek Community Development District.

On a Motion by Mr. Garces, seconded by Mr. Stafford, with all in favor, the Board approved the LMP Proposal #81650, for the Triple Creek Community Development District.

The Board decided to table the LMP Proposal #81653 at this time.

On a Motion by Mr. Carlton, seconded by Ms. Lewis, with all in favor, the Board approved the LMP Proposal #81656, for the Triple Creek Community Development District.

On a Motion by Mr. Carlton, seconded by Ms. Lewis, with all in favor, the Board approved the LMP Proposal #81657, for the Triple Creek Community Development District.

On a Motion by Mr. Carlton, seconded by Mr. Garces, with all in favor, the Board approved the LMP Proposals #81799 & #81800, for the Triple Creek Community Development District.

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D. Amenity Manager

1. Presentation of the Amenity Management Report

Mr. Giovanniello presented his report to the Board.

On a Motion by Mr. Stafford, seconded by Ms. Rosado, with all in favor, the Board approved the staff to give 30-day Notice of Termination of Agreement, for the signage rights to Greenpointe for signs around the community, for the Triple Creek Community Development District.

The Board requested Greenpointe attend the next Board meeting to discuss this if they would like this to be reconsidered.

The Board advised the Clubhouse Manager, Mr. Giovanniello, to auction off the old pool furniture that will be replaced.

The Board also requested a closed-door meeting to take place at the end of the April 18th meeting.

E. District Counsel

Mr. Earlywine advised he did not have a report.

F. District Engineer

Mr. Thornton advised he did not have a report.

F. District Manager

Mr. Nielsen communicated that the next regular meeting is scheduled for Tuesday, March 21, 2023 at 6:00 p.m. which will take place at Hammock Club.

1. Review of District Manager Report

Mr. Nielsen presented the District Manager Report to the Board.

2. Review of Financial Statement

Mr. Nielsen presented the Financial Statement to the Board for review.

115 **FOURTH ORDER OF BUSINESS** **Consideration of Mulch Proposals**

116
117 Mr. Nielsen presented the Mulch Proposals to the Board.
118

On a Motion by Mr. Stafford, seconded by Ms. Rosado, with all in favor, the Board approved the EZ Mulch proposal for the playgrounds to be mulched, for the Triple Creek Community Development District.

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120 **FIFTH ORDER OF BUSINESS** **Consideration of Amended and Restated**
121 **Disclosure of Public Financing, Deed for**
122 **Villages Q&R Commercial Tract, and Plat**
123 **Joinder Agreement for Villages Q&R**
124 **Commercial Tract**
125

126 Mr. Earlywine presented the Amended and Restated Disclosure of Public Financing,
127 Deed for Villages Q&R Commercial Tract, and the Plat Joinder Agreement for Villages Q&R
128 Commercial Tract to the Board.
129

On a Motion by Mr. Garces, seconded by Mr. Stafford, with all in favor, the Board approved the Amended and Restated Disclosure of Public Financing, Deed for Villages Q&R Commercial Tract, and the Plat Joinder Agreement for Villages Q&R Commercial Tract, for the Triple Creek Community Development District.

130
131 **SIXTH ORDER OF BUSINESS** **Consideration of Hog Trapping Contract**
132

133 Mr. Nielsen presented the Hog Trapping Contracts to the Board.
134

135 The Board asked the District Manager to negotiate with Trapper Jerry to see if he will
136 match the Pork Dork's proposed hog trapping pricing.
137

138 **SEVENTH ORDER OF BUSINESS** **Consideration of Minutes of the Board of**
139 **Supervisors' Regular Meeting held on**
140 **January 17, 2023**
141

142 Mr. Nielsen presented the Minutes of the Board of Supervisors' Regular Meeting held
143 on January 17, 2023.
144

On a Motion by Ms. Rosado, seconded by Ms. Lewis, with all in favor, the Board approved the Board of Supervisors' Meeting Minutes from the meeting held on January 17, 2023, for the Triple Creek Community Development District.

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151 **EIGHTH ORDER OF BUSINESS** **Consideration of Operations and**
152 **Maintenance Expenditures for December**
153 **2022 & January 2023**
154

155 Mr. Nielsen presented the Operations & Maintenance Expenditures for December 2022
156 & January 2023.
157

On a Motion by Mr. Garces, seconded by Mr. Carlton, with all in favor, the Board approved the Operations and Maintenance Expenditures for December 2022, in the amount of \$248,279.14 and January 2023, in the amount of \$129,009.36, for the Triple Creek Community Development District.

158 **NINTH ORDER OF BUSINESS** **Supervisor Requests**
159
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161 The Board approved for Supervisor Lewis to work with potential Holiday lighting
162 vendors to get competitive pricing.
163

164 **TENTH ORDER OF BUSINESS** **Adjournment**
165

On a Motion by Ms. Rosado, seconded by Mr. Stafford, with all in favor, the Board adjourned the meeting at 8:06 p.m. for the Triple Creek Community Development District.

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Secretary/Assistant Secretary Chairman/Vice Chairman

Tab 16

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$148,265.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Triple Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor name</u>	<u>Document/check no</u>	<u>Bill number</u>	<u>Description</u>	<u>Total paid</u>
Aaron Intrater	100217	8136715900	Music for Fall Festival 10/22	\$ 750.00
AMTEC	100211	1/23/5814	Arbitrage Rebate Calculation S2017A & S2017B 01/23	\$ 450.00
Ballenger & Company, Inc.	100212	23024	Pump Station Maintenance and WUP Reading 01/23	\$ 1,010.00
Ballenger & Company, Inc.	100218	23055	Pump Station Maintenance & WUP Reading 02/23	\$ 1,010.00
DirecTV	100200	39594501 1/23	TV Services 01/23	\$ 66.93
FitRev, Inc.	100201	27233	Smart Deluxe Delivery and Installment 01/23	\$ 1,159.49
Frances Bailey	100219	Bailey 021323 CK RQ	Common Area Usage Deposit Refund 02/23	\$ 1,500.00
Frontier Florida, LLC	100220	813-741-0033-043014-5 02/23	Internet & Cable Service 02/23	\$ 330.86
Frontier Florida, LLC		813-741-0033-060221-5 02/23 Autopay	813-671-5900-060221-5 02/23	\$ 215.20
Hillsborough County BOCC	100215	5901186305 1/23	13013 BOGGY CREEK DR 01/23	\$ 413.83
Hillsborough County BOCC	100215	8992542002 1/23	11920 Streambed Dr 01/23	\$ 206.88
Hillsborough County BOCC-Consumer Veteran	100221	2211132	False Alarm Violation Notice 02/23	\$ 500.00
Jerry Richardson Trapper	100222	1734	Monthly Hog Removal Service 02/12	\$ 1,400.00
Kutak Rock, LLP	100223	3180350	General/Monthly Legal Services 01/23	\$ 2,669.90
Landscape Maintenance Professionals, Inc.	100197	172807	Vegetative removal/cleanup 01/23	\$ 1,620.00

Triple Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor name</u>	<u>Document/check no</u>	<u>Bill number</u>	<u>Description</u>	<u>Total paid</u>
Landscape Maintenance Professionals, Inc.	100202	172895	Install Rainbird Sensor and Sensor Replacement 01/23	\$ 280.00
Landscape Maintenance Professionals, Inc.	100204	172903	Sod Replacement 01/23	\$ 190.00
Landscape Maintenance Professionals, Inc.	100205	172894	Transducer 01/23	\$ 858.72
Landscape Maintenance Professionals, Inc.	100203	172904	Sod & Soil Replacement 01/23	\$ 1,509.25
Landscape Maintenance Professionals, Inc.	100208	172905	Tree Removal 01/23	\$ 2,047.50
Landscape Maintenance Professionals, Inc.	100216	172976	Irrigation Repairs 01/23	\$ 140.00
Landscape Maintenance Professionals, Inc.	100216	172977	Irrigation Repairs 01/23	\$ 240.00
Landscape Maintenance Professionals, Inc.	100216	172991	Irrigation Repairs 01/23	\$ 315.00
Landscape Maintenance Professionals, Inc.	100224	173207	Monthly Ground Maintenance 02/23	\$ 56,056.94
Landscape Maintenance Professionals, Inc.	100224	173305	Irrigation Repairs 01/23	\$ 261.46
Landscape Maintenance Professionals, Inc.	100224	173320	Sod Replacement-Homeowner Pool 01/23	\$ 920.00
Landscape Maintenance Professionals, Inc.	100224	173350	Tree Replacement 01/23	\$ 2,070.00
Landscape Maintenance Professionals, Inc.	100224	173380	Tree Removal 02/23	\$ 8,336.25
Landscape Maintenance Professionals, Inc.	100224	173402	Irrigation Repairs 02/23	\$ 35.04
Landscape Maintenance Professionals, Inc.	100224	173446	Tree Reset/Staking 02/23	\$ 180.00
Landscape Maintenance Professionals, Inc.	100224	173507	Irrigation Repairs 02/23	\$ 270.60

Triple Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor name</u>	<u>Document/check no</u>	<u>Bill number</u>	<u>Description</u>	<u>Total paid</u>
Landscape Maintenance Professionals, Inc.	100224	173519	Stump Grinding 02/23	\$ 376.95
Landscape Maintenance Professionals, Inc.	100224	173520	Tree Removal 02/23	\$ 540.00
Landscape Maintenance Professionals, Inc.	100224	173521	Tree Maintenance 02/23	\$ 684.00
Landscape Maintenance Professionals, Inc.	100224	173554	Irrigation Maintenance 02/23	\$ 373.88
Landscape Maintenance Professionals, Inc.	100224	173575	Irrigation Repair 02/23	\$ 425.00
Landscape Maintenance Professionals, Inc.	100224	173617	Irrigation Repair 02/23	\$ 365.00
Landscape Maintenance Professionals, Inc.	100224	173619	Irrigation Repair 02/23	\$ 40.00
Landscape Maintenance Professionals, Inc.	100224	173679	Irrigation Repair 02/23	\$ 40.00
Nvirotect Pest Control Service, Inc.	100213	284867	Pest Control 01/23	\$ 195.00
Owens Electric, Inc.	100210	20227708	Service Call 02/23	\$ 469.00
Pathward, National Association	100225	187438	Lease Agreement 190774-VF000 Contract #105598-1 02/23	\$ 2,116.76
Payne Air Conditioning & Heating, Inc.	100226	C40705	Preventative Maintenance 02/23	\$ 95.00
Protegis Fire & Safety	100214	12500314	Inspection Job 01/23	\$ 158.50
Rizzetta & Company, Inc.	100196	INV0000075330	District Management Fees 02/23	\$ 4,689.00
Securiteam, Inc.	100227	16429	Monthly Monitoring 02/23	\$ 1,000.00

Triple Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor name</u>	<u>Document/check no</u>	<u>Bill number</u>	<u>Description</u>	<u>Total paid</u>
Securiteam, Inc.	100227	13033012623	Camera Replacement 02/23	\$ 1,851.19
Sitex Aquatics, LLC	100228	7207B	Aquatic Maintenance 02/23	\$ 4,950.00
Suncoast Pool Service, Inc.	100198	8964	Pool Service 01/23	\$ 1,000.00
Suncoast Pool Service, Inc.	100199	8965	Pool Service - Hammock Club 01/23	\$ 2,100.00
Suncoast Pool Service, Inc.	100229	9063	Pool Service 02/23	\$ 1,000.00
Suncoast Pool Service, Inc.	100229	9064	Pool Service - Hammock Club 02/23	\$ 2,006.00
Sunset Park Title Company LLC	100209	012722 Sunset	Bond Payoff Overpayment 01/22	\$ 45.00
TECO	100207	TECO Summary 12-22	Electric Summary 12/22	\$ 32,656.32
The Bank of New York Mellon	100230	252-2530204	Trustee Fee S2017 02/14/23 - 02/13/24	\$ 4,000.00
VGlobal Tech	100231	4769	Email Hosting and Maintenance 02/23	\$ <u>75.00</u>
Report Total:				\$ <u>148,265.45</u>

Aaron Intrater Music

INVOICE

Contacts

Bill To

Triple Creek
8136715900
triplecreekclub@gmail.com
13013 Boggy Creek Dr

Invoice

Due Upon Receipt
Issued 09/24/2022

Description	QTY	Price, USD	Amount, USD
Live Music (3 hours) for Fall Festival <small>Completed on 9/24/2022</small>	1	\$750.00	\$750.00
		Subtotal	\$750.00
		Total	\$750.00

Notes & Payments instructions

Please send check payable to Aaron Intrater and send to
7650 Bayshore Dr
Unit 305 B
Treasure Island, FL 33706

Music for fall festival

4775

RECEIVED
10/03/2022



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

Client: Triple Creek Community Development District
c/o Ms. Kelsie Howell
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Invoice No. 5814-01-23

Date: January 25, 2023

For Professional Services:

Issue	Service	Fee
\$22,610,000 Triple Creek Community Development District, (Hillsborough County, Florida), Special Assessment Bonds, Series 2017A & Series 2017B	Rebate Report & Opinion	\$450
Total		\$450

RECEIVED
01/25/23

PLEASE UPDATE YOUR RECORDS TO REFLECT OUR NEW BANK ACCOUNT NUMBER.

Please remit the total due to AMTEC (Tax ID: 06-1308917):

ACH/Wiring Instructions : Webster Bank
ABA Routing Number : 211170101
AMTEC Account Number : 4776372200

Please notify AMTEC at info@amteccorp.com upon completing the transaction.

Ballenger Irrigation

3840 68th Ave
Pinellas Park, FL 33781
+1 7275201082
accounting@ballengerirrigation.com
www.ballengerirrigation.com



INVOICE

BILL TO
Triple Creek CDD
C/o Rizzetta & Company
3434 Coldwell Ave
Ste 200
Tampa, FL 33614

INVOICE 23024
DATE 01/16/2023
TERMS Net 30
DUE DATE 02/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/01/2023	Pump Maintenance	Pump station Maintenance and WUP reading	1	1,010.00	1,010.00

Pump station Maintenance and WUP reading

BALANCE DUE

\$1,010.00
RECEIVED
01/16/23

Ballenger Irrigation

3840 68th Ave
Pinellas Park, FL 33781
+1 7275201082
accounting@ballengerirrigation.com
www.ballengerirrigation.com



INVOICE

BILL TO
Triple Creek CDD
C/o Rizzetta & Company
3434 Coldwell Ave
Ste 200
Tampa, FL 33614

INVOICE 23055
DATE 02/03/2023
TERMS Net 30
DUE DATE 03/05/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Pump Maintenance	Pump station Maintenance and WUP reading	1	1,010.00	1,010.00

Pump station Maintenance and WUP reading

BALANCE DUE

\$1,010.00
RECEIVED
02/03/23

Important Information

Our electronic payment processing system does not read comments enclosed with your payment. Please do not write comments on the bottom of your bill or enclose correspondence with your payment.

How to Contact Us

PHONE: 1.888.388.4249
EMAIL: CommercialCustSat@att.com
U.S. MAIL: DIRECTV Business Service Center
P.O. Box 410347
Charlotte, NC 28241

Commercial Customer Agreement

You received your Commercial Customer Agreement with your first bill and/or order confirmation. The Commercial Customer Agreement describes the terms and conditions upon which you accept our service and upon which we provide our service. Please consult the Commercial Customer Agreement for complete information about billing and payment on your account. The Commercial Customer Agreement is available at directv.com/legal.

YOUR BILL: If you have a question about your bill, please call or write within 60 days of receiving it to avoid administrative late fees and possible disconnection of your service. We will not report your account as delinquent or take any action to collect the disputed amount while your dispute is under investigation. We will make every effort to resolve claims informally. Any claims not so resolved may be resolved only through binding arbitration, as provided in the Commercial Customer Agreement.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. We may issue a draft against your account for the amount of the check if we cannot collect the funds at first presentment.

IMPORTANT NOTICE: Customers pay all state and local taxes or other government fees and applicable charges, including any such taxes or fees assessed against discounted fees or service credits.

LATE FEE PAYMENT: A late payment fee of up to \$6.25 will be assessed if payment is not received on or before the due date.

RETURNED PAYMENT FEE: If your bank or other financial institution refuses to honor the payment, draft, order, item or instrument you submit to pay this bill, including electronic debits to debit cards and bank accounts, you may be assessed a returned payment fee of the lesser of \$30.00 or the maximum amount permitted by applicable law, which may be in addition to fees imposed by your bank or financial institution.

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DIRECTV
FOR BUSINESS

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Checking Account Auto Bill Pay (signature required below)

I authorize DIRECTV and my financial institution to automatically deduct from the checking account, as shown on my enclosed check, all future payments for my DIRECTV bills. I may cancel this request by contacting DIRECTV. I understand the monthly amount may vary, and I will receive notification of the date my checking account will be debited.

Change My Billing Address to:

(If you are moving your service location, call 1.888.388.4249.)

Street Address: _____

City: _____

State: _____ ZIP: _____

New Business Phone: () _____

Authorized Signature: _____ Date: _____





7823 N Dale Mabry Hwy STE 107
 Tampa, FL 33614
 Ofc: 813-870-2966
 Fax: 813-870-2896

Invoice

Date	Invoice #
1/12/2023	27233

Bill To
Hammock Club at Triple Creek 13013 Boggy Creek Drive Riverview, FL 33579

Ship To
Hammock Club at Triple Creek Steven Giovanniello 13013 Boggy Creek Drive Riverview, FL 33579

S.O. No.	P.O. No.	Terms	Rep
3601		Due on receipt	SB

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
400-150-211	Smart Deluxe Accessory Replenishment Kit	1	1	1	579.00	579.00T
400-150-300	Smart Deluxe Cable Kit	1	1	1	85.49	85.49T
Installation	Installation	1	1	1	250.00	250.00T
Shipping	Shipping and Handling	1	1	1	245.00	245.00

Subtotal		\$1,159.49
Sales Tax (0.0%)		\$0.00
Total		\$1,159.49
Payments/Credits		\$0.00
Balance Due		\$1,159.49

Invoices are considered delinquent thirty (30) days from the invoice date. Interest shall accrue on all past due invoices at the rate of 1.5% per month, or the maximum rate allowable by law, and the client agrees to be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees.



TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.triplecreekcdd.org

Check Request

Amount: \$1,500.00

Date: 02/13/2023

Payable To: Frances Bailey

Address: 13120 Rain Lily Drive
Riverview, FL 33579

Description: Refund for Common Area Usage Deposit

Special Instructions: Send check to address above
Code to 001-20205

Requested By: Leslie Spock

Manager Approval: _____



FRONTIER

Important Information

Avoid account suspension by paying your past-due balance immediately. Log in to frontier.com or use the MyFrontier app for latest balances and due dates.

TRIPLE CREEK CDD

Page 1 of 4

Your Monthly Invoice

Account Summary

New Charges Due Date	2/28/23
Billing Date	2/04/23
Account Number	813-741-0033-043014-5
PIN	
Previous Balance	330.85
Payment not received by 2/04/23	.00
Balance Forward, due immediately	330.85
New Charges	330.86
Total Amount Due	\$661.71



ANYTIME,
ANYWHERE
SUPPORT

Our new MyFrontier® app makes it easy to manage your account, make a payment, track your orders and get support on the go.

frontier.com/resources/myfrontier-mobile-app

WAYS
TO PAY
YOUR
BILL



[frontier.com/
signupforautopay](http://frontier.com/signupforautopay)



800-801-6652



MyFrontier® App

PAYMENT STUB

Total Amount Due **\$661.71**

New Charges Due Date 2/28/23

Account Number 813-741-0033-043014-5

Amount Enclosed \$ _____

To change your billing address, call 1-800-921-8102

Mail Payment To:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407



FRONTIER

P.O. Box 211579
Eagan, MN 55121-2879

6790 0007 NO RP 04 02042023 NNNNNNYN 01 013106 0041

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY STE 280
LAKE MARY FL 32746-5018



914020813741003304301400000330850000661715



Date of Bill
Account Number

2/04/23
813-741-0033-043014-5

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For help: Customer Service at frontier.com/helpcenter or chat at frontier.com/chat. Visually impaired/TTY customers, call 711. For languages other than English or Spanish, call 1-833-557-1929

PAYING YOUR BILL, LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services. Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment. Internet speed, if noted, is the maximum wired connection speed for selected tier; Wi-Fi speeds may vary; actual and average speed may be slower and depends on multiple factors. Performance details are at frontier.com/internetdisclosures.

SERVICE TERMS

Visit frontier.com/terms, frontier.com/tariffs or call Customer Service for information on tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your voice, Internet and/or video services including limitations of liability, early termination fees, the effective date of and billing for the termination of service(s) and other important information about your rights and obligations, and ours. Frontier's Terms include a binding arbitration provision to resolve customer disputes (frontier.com/terms/arbitration). **Video and Internet services are subscription-based and are billed one full month in advance. Video and/or Internet service subscription cancellations and any early termination fees are effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions.** By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration. By providing personal information to Frontier you are also agreeing to Frontier's Privacy Policy posted at frontier.com/privacy.

IF YOU HAVE ANY QUESTIONS, BILLING CONCERN, OR RECURRING ISSUES, PLEASE CONTACT OUR FLORIDA- BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.



Date of Bill
Account Number

2/04/23
813-741-0033-043014-5

CURRENT BILLING SUMMARY

Local Service from 02/04/23 to 03/03/23

Table with columns: Qty Description, Charge, and Total. Rows include Basic Charges (Carrier Cost Recovery, Federal Subscriber Line, etc.), Non Basic Charges (FiberOptic Internet, OneVoice Access Line, etc.), Video (Local TV, Broadcast TV Fee, etc.), and Toll/Other (Federal Primary Carrier Single Line Charge, etc.). Total: 330.86

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$145.64 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Good News! Frontier is creating "all in" pricing to simplify your bill. Effective with your next billing statement, there will be one charge for your Internet service. There will be no change in the total price for your Internet service and your bill will reflect one simplified rate.

If you have a question or concern about Closed Captioning on any program, please call the Frontier Center for Customers with Disabilities at 1-877-462-6606 or email Video.Closed.Captioning@ftr.com. Written correspondence can be faxed to 1-805-262-0728, or mailed to Frontier Communications, 2560 Teller Road, Thousand Oaks, CA 91320, Attn: Kate Card. DO NOT mail payment to this address.

For up-to-date channel information please visit: http://frontier.com/channelupdates

Local Franchise Authority - FiberOptic TV Your FCC Community ID is: FL1304







FRONTIER

Important Information

Avoid account suspension by paying your past-due balance immediately. Log in to frontier.com or use the MyFrontier app for latest balances and due dates.

TRIPLE CREEK CDD

Pag

Your Monthly Invoice

Account Summary

New Charges Due Date 2

Billing Date 2

Account Number 813-671-5900-06

PIN

Previous Balance

Payment not received by 2/02/23

Balance Forward, due immediately

New Charges

Total Amount Due \$43



**INTRODUCING
SECURE
PRO**

Get peace of mind with anti-virus protection that defends against spyware, ransomware and malware on 35 devices. Included with new Frontier® Fiber.

business.frontier.com/secure

**WAYS
TO PAY
YOUR
BILL**



[frontier.com/
signupforautopay](http://frontier.com/signupforautopay)



frontier.com/pay



800-801-6652



FRONTIER

P.O. Box 211579
Eagan, MN 55121-2879

6790 0007 NO RP 02 02022023 NNNNNNYN 01 009122 0027

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY STE 280
LAKE MARY FL 32746-5018



PAYMENT STUB

Total Amount Due \$430.40

New Charges Due Date 2/26/23

Account Number 813-671-5900-060221-5

Amount Enclosed \$ _____

To change your billing address, call 1-800-921-8102

Mail Payment To:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407



647025813671590006022100000215200000430405



Date of Bill
Account Number

2/02/23
813-671-5900-060221-5

GO PAPERLESS

Paper-free billing is free and accessible anytime, anywhere.

frontier.com/gopaperless

Printed bill available for \$299/mo. Fee does not apply to NY, PA and select customers. For details, visit frontier.com/billingfaq

For help: Customer Service at frontier.com/helpcenter or chat at frontier.com/chat. Visually impaired/TTY customers, call 711. For languages other than English or Spanish, call 1-833-557-1929

PAYING YOUR BILL, LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services. Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment. Internet speed, if noted, is the maximum wired connection speed for selected tier; Wi-Fi speeds may vary; actual and average speed may be slower and depends on multiple factors. Performance details are at frontier.com/internetdisclosures.

SERVICE TERMS

Visit frontier.com/terms, frontier.com/tariffs or call Customer Service for information on tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your voice, Internet and/or video services including limitations of liability, early termination fees, the effective date of and billing for the termination of service(s) and other important information about your rights and obligations, and ours. Frontier's Terms include a binding arbitration provision to resolve customer disputes (frontier.com/terms/arbitration). **Video and Internet services are subscription-based and are billed one full month in advance. Video and/or Internet service subscription cancellations and any early termination fees are effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions.** By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration. By providing personal information to Frontier you are also agreeing to Frontier's Privacy Policy posted at frontier.com/privacy.

IF YOU HAVE ANY QUESTIONS, BILLING CONCERN, OR RECURRING ISSUES, PLEASE CONTACT OUR FLORIDA- BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.





Date of Bill
Account Number

2/02/23
813-671-5900-060221-5

CURRENT BILLING SUMMARY

Local Service from 02/02/23 to 03/01/23

Qty Description	813/671-5900.0	Charge
Basic Charges		
OneVoice Nationwide		39.99
\$10 Voice Discount per Line When Bundled with Internet		
OneVoice Access Line		
Carrier Cost Recovery Surcharge		13.99
Federal Subscriber Line Charge - Bus		6.50
Access Recovery Charge-Business		2.50
Frontier Roadwork Recovery Surcharge		1.75
FCA Long Distance - Federal USF Surcharge		4.56
FL State Communications Services Tax		3.55
County Communications Services Tax		3.46
Federal USF Recovery Charge		2.94
FL State Gross Receipts Tax		1.43
Hillsborough County 911 Surcharge		.40
Federal Excise Tax		.33
FL State Gross Receipts Tax		.10
FL Telecommunications Relay Service		.10
Total Basic Charges		81.60
Non Basic Charges		
FiberOptic Internet 700 Static IP		95.99
\$99.00 Discount through 08/22/23		
5 Usable Static IP Addresses		20.00
Other Charges-Detailed Below		5.99
Total Non Basic Charges		121.98
Toll/Other		
Federal Primary Carrier Single Line Charge		7.99
FCA Long Distance - Federal USF Surcharge		2.60
FL State Communications Services Tax		.52
County Communications Services Tax		.51
Total Toll/Other		11.62
TOTAL	215.20	

ULTS MEASURED CALL DETAIL for 813/671-5900

1 & over	8 @ .0000	.00
	----	-----
Number of Calls in 31 Day Period are	8	TOTAL .00

**** ACCOUNT ACTIVITY ****

Qty Description	Order Number	Effective Dates	
1 Business High Speed Internet Fee	AUTOCH	2/02	5.99
813/671-5900		Subtotal	5.99
Subtotal			5.99

Detail of Frontier Charges

Toll charged to 813/671-5900

Legend Call Types:

DD - Day

Caller Summary Report

	Calls	Minutes	Amount
Main Number	2	5	.00
***Customer Summary	2	5	.00

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$186.44 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Good News! Frontier is creating "all in" pricing to simplify your bill. Effective with your next billing statement, there will be one charge for your Internet service. There will be no change in the total price for your Internet service and your bill will reflect one simplified rate.

Important promotional pricing information...

The term service plan to which you subscribe includes an early termination fee if you cancel or change services before your term expires. Refer to the Monthly Service Charges section of this bill for applicable term dates. Questions? Please contact Frontier or visit frontier.com/terms or frontier.com/tariffs for other important service Terms, Conditions, and Policies.





Date of Bill
Account Number

2/02/23
813-671-5900-060221-5

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	2	5	.00
***Customer Summary	2	5	.00





Hillsborough County Florida

CUSTOMER NAME TRIPLE CREEK CDD	ACCOUNT NUMBER 5901186305	BILL DATE 01/30/2023	DUE DATE 02/20/2023
--	-------------------------------------	--------------------------------	-------------------------------



Service Address: 13013 BOGGY CREEK DR

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
61076569	12/27/2022	21178	01/27/2023	21277	9900 GAL	ACTUAL	WATER

Service Address Charges

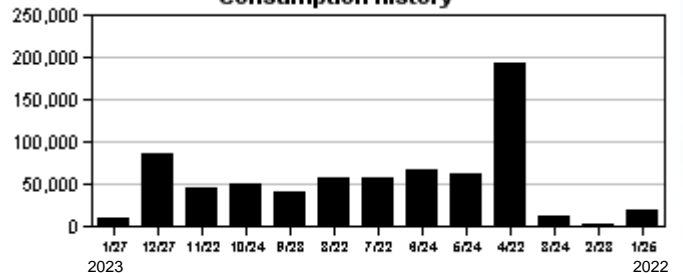
Customer Service Charge	\$5.28
Purchase Water Pass-Thru	\$29.90
Water Base Charge	\$91.46
Water Usage Charge	\$8.91
Sewer Base Charge	\$221.75
Sewer Usage Charge	\$56.53

Summary of Account Charges

Previous Balance	\$1,203.04
Net Payments - Thank You	\$-1,203.04
Total Account Charges	\$413.83
AMOUNT DUE	\$413.83



Consumption History



Hillsborough County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: 5901186305



ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
 Internet Payments: HCFLGov.net/WaterBill
 Additional Information: HCFLGov.net/Water



THANK YOU!



TRIPLE CREEK CDD
 250 INTERNATIONAL PKWY STE 280
 LAKE MARY FL 32746-5018

336 8

DUE DATE	02/20/2023
AMOUNT DUE	\$413.83
AMOUNT PAID	

0059011863053 00000413831

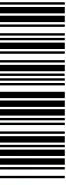


Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
TRIPLE CREEK CDD	8992542002	02/01/2023	02/22/2023

Service Address: 11920 STREAMBED DR

S-Page 1 of 1



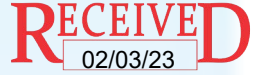
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
60842286	12/27/2022	25013	01/30/2023	25042	2900 GAL	ACTUAL	WATER

Service Address Charges

Customer Service Charge	\$5.28
Purchase Water Pass-Thru	\$8.76
Water Base Charge	\$50.73
Water Usage Charge	\$2.61
Sewer Base Charge	\$122.94
Sewer Usage Charge	\$16.56

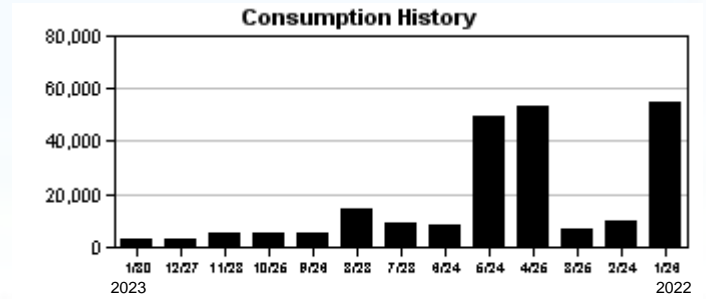
Summary of Account Charges

Previous Balance	\$208.80
Net Payments - Thank You	\$-208.80
Total Account Charges	\$206.88
AMOUNT DUE	\$206.88



Important Message

Worried about wasting water from an inefficient irrigation system? To see if you qualify for a free irrigation evaluation that can help you conserve water, call UF/IFAS Extension Hillsborough County, 813-744-5519 X 54142.



Hillsborough County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: **8992542002**



ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
 Internet Payments: HCFLGov.net/WaterBill
 Additional Information: HCFLGov.net/Water

THANK YOU!



TRIPLE CREEK CDD
250 INTERNATIONAL PKWY STE 280
LAKE MARY FL 32746-5018

2,068 8

DUE DATE	02/22/2023
AMOUNT DUE	\$206.88
AMOUNT PAID	

0089925420021 00000206888



Hillsborough County Florida

TRIPLE CREEK CDD **
13013 BOGGY CREEK DR
RIVERVIEW FL 33579

Registration # 128172
Registration Address
13013 BOGGY CREEK DR
RIVERVIEW FL 33579

FALSE ALARM VIOLATION NOTICE # 11

Incident Number

2211132

Date of False Alarm 02/11/2023 Time of False Alarm 11:10:00 PM Notice Dated: 02/13/2023

This is a FALSE ALARM VIOLATION NOTICE. The purpose of this letter is to inform you that the Hillsborough County Sheriff's Office responded to an alarm at the above noted address, which proved to be a false alarm. The Ordinance requires Hillsborough County to notify the property owner and the violation location when a false alarm occurs, to track the number of false alarm occurrences within a revolving 365 day-period, and to assess a fine as indicated:

1st and 2nd False Alarm =Warning letter, 3rd False Alarm=\$ 75.00 fine, 4th False Alarm= \$100.00 fine, 5th False Alarm=\$150.00 fine, 6th False Alarm=\$300.00 fine, 7th or more additional False Alarms= \$500.00 fine per alarm

A FINE IN THE AMOUNT OF \$500.00 IS HEREBY ASSESSED, PLEASE REFER TO THE ENCLOSED INVOICE. If fines are not paid and /or an appeal is not filed within ten (10) business days from this notification, it will constitute a separate violation of Ordinance #04-16 and this case will be referred to the Code Enforcement Special Magistrate for a hearing. Payments, made payable to the Board of County Commissioners, may be sent to Citizen Boards Support, 601 E Kennedy Blvd., 18th Floor, Tampa FL 33602. NO CASH PAYMENTS ACCEPTED.

TO FILE AN APPEAL -Alarm users and alarm businesses have ten (10) business days, from the date of written notification of a fine assessed under Ordinance #04-16, to submit a written request for an appeal. Please send your appeal, identifying this violation, to: Alarm Administrator, False Alarm Section, 2306 N Falkenburg Rd Tampa FL 33619

AN APPEAL WILL ONLY BE CONSIDERED FOR ONE OF THE FOLLOWING 3 REASONS WITH APPROPRIATE DOCUMENTATION:

THE FALSE ALARM DID NOT ORIGINATE AT THE ALARM SITE OF THE ALARM USER WHO HAS BEEN ASSESSED THE PENALTY - verification from the alarm company, such as an event history or an activity report of the violation date, must be submitted;

THE FALSE ALARM SIGNAL WAS IN FACT, NOT FALSE, BUT DUE AN ACTUAL ATTEMPTED BURGLARY, ROBBERY OR OTHER EMERGENCY AS DETERMINED BY THE LAW ENFORCEMENT AGENCY - a copy of the police report must be submitted;

THE FALSE ALARM SIGNAL WAS ACTIVATED BY A LIGHTNING STRIKE, ELECTRICAL SURGE OR ANY ACT OF NATURE THAT CAUSED PHYSICAL DAMAGE TO THE ALARM SYSTEM - a written statement testifying to the stated cause of the damage, accompanied by a copy of receipts or invoices for corrective work performed, must be submitted on letter-head of the state certified or registered alarm system contractor who repaired the damage.

It is the owner's /occupant's responsibility to ensure the alarm system is kept in good repair. In order to prevent future false alarm occurrences and to avoid future penalties, please contact your alarm company to provide them with notification information for at least two valid Key-Holder Representatives, in addition to the Alarm User, for each Alarm Site. Also, please ensure the above location is maintained in working order and that future alarm activations are verified prior to requesting Law Enforcement. As required by the Burglar Alarm Ordinance #04-16, a copy the Ordinance can be obtained from the alarm system provider. The Ordinance can also be viewed on our website at: www.HCFLGOV.NET.

Save Time - Pay Online: WWW.HCFLGOV.NET/CODE

If you have any questions, please contact the Alarm Administrator at (813) 274-6662. You may also contact our office by email at FalseAlarmAdmin@HCFLGOV.NET.



Hillsborough County Florida

Hillsborough County Board of County Commissioners
Consumer Veterans Services
601 E Kennedy Blvd., 18th Floor
Tampa, FL 33602

INVOICE

Responsible Party TRIPLE CREEK CDD**	Registration Address 13013 BOGGY CREEK DR RIVERVIEW FL 33579
--	---

Incident Number	Registration Number	Invoice Date	Due Date
2211132	128172	02/13/2023	02/26/2023

VIOLATION #	DESCRIPTION	INCIDENT DATE/TIME	CHARGES
11	HCSO Case No 2023021135 Location: 13013 BOGGY CREEK DR	02/11/2023 11:10:00 PM	\$500.00

RECEIVED
02/13/23

INVOICE TOTAL: \$500.00

Save Time - Pay Online: WWW.HCFLGOV.NET/CODE

PLEASE BE ADVISED: This invoice shows charges for single incident and does not include any previous fines which may have occurred. For questions about your account, please contact the Alarm Administrator. Unpaid invoices are billed on a periodic basis

IF MAILING YOUR PAYMENT PLEASE INCLUDE THE BOTTOM PORTION OF THIS INVOICE

Please Remit Payments Within Ten (10) Business Days

Remit To: Hillsborough County Board of County Commissioners
Consumer Veterans Services
601 E Kennedy Blvd., 18th Floor, Tampa, FL 33602

Registration Number 128172

13013 BOGGY CREEK DR
RIVERVIEW FL 33579

Incident Number 2211132

Incident Date 02/11/2023

Incident Time 11:10:00 PM

INVOICE

State Wildlife Trapper
2103 w rio vista ave
Tampa, FL 33603

trapperjerry@gmail.com
813-390-9578



Triple Creek CDD

Bill to

Triple Creek CDD
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Invoice details

Invoice no.: 1734
Invoice date: 2/16/23
Terms: Net 15
Due date: 3/3/23

Product or service		Amount
1. State Wildlife Service	1 × \$1,400.00	\$1,400.00
Service for February 2023		
1Trap/ 3 cameras currently in use.		
LTD: Hogs Removed: 251		
YTD: Hogs Removed: 8		
MTD: Hogs Removed: 2		
Note: We are using every means possible in order to eliminate the hog population in your area.		
2. Dead Animal	1 unit × \$0.00	\$0.00
Removal of coyote		

Total **\$1,400.00**

Note to customer

Thank you for doing business with us.

Make all checks payable to: Jerry Richardson

A late fee of 15% late fee will be applied if not paid within 10 days from date.

If you have any questions concerning this invoice, please contact:
Jerry Richardson, Phone 813-390-9578; email -
trapperjerry@gmail.com

A 30 day notice is required to terminate trapping service in writing.
Termination fees may apply.

RECEIVED
02/16/23

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 9, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3180350

Client Matter No. 20023-1

Taylor Nielsen
Triple Creek CDD
c/o Rizzetta & Company, Inc.
Suite 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3180350
20023-1

Re: Triple Creek CDD - General Counsel

For Professional Legal Services Rendered

01/04/23	L. Whelan	0.20	57.00	Review tentative agenda for January board meeting and provide comments to same
01/05/23	L. Whelan	0.10	28.50	Confer with Ms. Kustes regarding items for January board meeting
01/07/23	W. Haber	0.50	192.50	Allocation of attorney time relative to legislative monitoring activities
01/09/23	L. Whelan	0.10	28.50	Confer with Ms. Greenstein regarding status of developer license agreement for recreational field
01/10/23	L. Whelan	0.10	28.50	Confer with staff regarding items for January agenda
01/11/23	L. Whelan	0.10	28.50	Confer with staff regarding Jeter Creek drainage matters
01/11/23	L. Whelan	0.30	85.50	Confer with Mr. Neilsen regarding outstanding district matters
01/12/23	L. Whelan	0.80	228.00	Prepare for January board meeting
01/15/23	K. Magee	0.20	44.00	Prepare memorandum regarding statutory notice requirements

KUTAK ROCK LLP

Triple Creek CDD

February 9, 2023

Client Matter No. 20023-1

Invoice No. 3180350

Page 2

01/15/23	L. Whelan	0.10	28.50	Confer with staff regarding tree trimming matters, status of Jeter Creek drainage repairs, and scope of landscape maintenance
01/17/23	L. Whelan	1.50	427.50	Review landscape inspection report and confer with staff regarding same; attend January board meeting
01/18/23	L. Whelan	0.30	85.50	Follow-up from January board meeting
01/19/23	J. Gillis	0.60	93.00	Follow up from January board meeting; review draft Business Center policies and revise amenity policies incorporating same
01/19/23	L. Whelan	0.30	85.50	Follow-up from January board meeting
01/20/23	L. Whelan	0.10	28.50	Confer with staff regarding landscaping matters
01/23/23	J. Gillis	0.40	62.00	Prepare third amendment to Sun Coast pool maintenance agreement
01/23/23	L. Whelan	0.30	85.50	Review updated amenity policies and incorporate suspension and termination rules
01/25/23	L. Whelan	0.50	142.50	Review amended and restated disclosure of public financing and provide comments to same; confer with staff regarding proposed business center fees
01/26/23	J. Gillis	1.10	170.50	Revise amended and restated disclosure of public financing
01/26/23	L. Whelan	1.20	342.00	Confer with Mr. Neilsen regarding Villages N & P landscape maintenance matters and research same
01/27/23	J. Gillis	0.30	46.50	Finalize amended and restated disclosure of public financing and disseminate same
01/27/23	L. Whelan	0.20	57.00	Confer with staff regarding conference call on Village N&P landscaping
01/30/23	L. Whelan	0.10	28.50	Review October financial statements

KUTAK ROCK LLP

Triple Creek CDD
February 9, 2023
Client Matter No. 20023-1
Invoice No. 3180350
Page 3

01/31/23	L. Whelan	0.90	256.50	Attend conference call with Mr. Garces and staff on Villages N&P landscaping
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TOTAL HOURS 10.30

TOTAL FOR SERVICES RENDERED \$2,660.50

DISBURSEMENTS

Reproduction Costs 9.40

TOTAL DISBURSEMENTS 9.40

TOTAL CURRENT AMOUNT DUE \$2,669.90

RECEIVED
02/09/23



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/6/2023	172807

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
80254

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Proposal per October field inspection report.. Proposal to cleanup an area on the North ROW of Big Bend Rd. just West of Triple Creek Blvd. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'			
Vegetative removal/ clean-up	1	1,620.00	1,620.00
Total			\$1,620.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/5/2023	Balance Due
			\$0.00
			\$1,620.00





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/12/2023	172894

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
80766

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Installation	1	195.00	195.00
Temporary Fuel Surcharge	1	32.50	32.50
1/2" CU301/ CU331SP Transducer 120 PSI	1	631.22	631.22
NOTE: Due to the continued interruption in the supply chain, our costs are changing weekly. Therefore, this quote is only good for 1 week from date on quote.			
Well # 3		Total	\$858.72
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/11/2023	\$0.00
		Balance Due	\$858.72

RECEIVED
 01/16/23



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	12/20/2022
Estimate #	80766
LMP REPRESENTATIVE	
DM-TI	
PO #	
Work Order #	

Well # 3

DESCRIPTION	QTY	COST	TOTAL
Installation	1	195.00	195.00
Temporary Fuel Surcharge	1	32.50	32.50
1/2" CU301/ CU331SP Transducer 120 PSI	1	631.22	631.22
NOTE: Due to the continued interruption in the supply chain, our costs are changing weekly. Therefore, this quote is only good for 1 week from date on quote.			

TERMS AND CONDITIONS:

TOTAL	\$858.72
--------------	-----------------

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

Taylor Nielsen

DATE 1/10/23



Invoice

Date	Invoice #
1/12/2023	172895

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
78456

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Replace / Install Rainbird wireless rain / freeze sensor	2	140.00	280.00
Replace 2 faulty rain sensors for the following controllers: Boggy Creek controller Fruitville lift station controller			
Total			\$280.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/11/2023	\$0.00
Balance Due			\$280.00

RECEIVED
 01/16/23



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	7/6/2022
Estimate #	78456
LMP REPRESENTATIVE	
TN-TI	
PO #	
Work Order #	

--

DESCRIPTION	QTY	COST	TOTAL
Replace / Install Rainbird wireless rain / freeze sensor	2	140.00	280.00
Replace 2 faulty rain sensors for the following controllers: Boggy Creek controller Fruitville lift station controller			
		<i>Completed 1/10/23</i>	

TERMS AND CONDITIONS:

TOTAL	\$280.00
--------------	-----------------

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT *Taylor Nielsen*

DATE 1/10/23



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/13/2023	172903

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
78657

Work Order #

PO / PA #
95778

Description	Qty	Rate	Amount
Per Taylor.. Proposal to replace Bahia sod that was damaged during pool installation at 13137 Monarch Isles. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'.			
Bahia sod (per sq. ft.)	100	1.90	190.00
Total			\$190.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/12/2023	Balance Due
			\$0.00
			\$190.00





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/13/2023	172904

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
79820

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Proposal for backfill and sodding of cavities left from trees and stumps removed due to Hurricane Ian damage. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'			
Sod - Bahia SF	400	1.45	580.00
Soil - top soil bulk CY	7	132.75	929.25
Total			\$1,509.25
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/12/2023	\$0.00
Balance Due			\$1,509.25





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/13/2023	172905

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
79010

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Remove and replace vehicle damaged oak at the intersection of Dorado Shores/ Prairie Valley Ln. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'			
Oak - Live (3" cal.) B&B	1	1,912.50	1,912.50
Staking/ Wood - 2x4x8	1	135.00	135.00
Total			\$2,047.50
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/12/2023	\$0.00
Balance Due			\$2,047.50





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/20/2023	172976

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
81143

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Replace Rainbird wireless rain sensor Replace faulty rain sensor that is not allowing controller to run watering cycles. Rain sensor is currently bypassed.	1	140.00	140.00

RECEIVED
 01/31/23

Brisbane controller.		Total	\$140.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	2/19/2023	Balance Due
			\$0.00
			\$140.00



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	1/18/2023
Estimate #	81143
LMP REPRESENTATIVE	
TN-TI	
PO #	
Work Order #	

Brisbane controller.

DESCRIPTION	QTY	COST	TOTAL
Replace Rainbird wireless rain sensor Replace faulty rain sensor that is not allowing controller to run watering cycles. Rain sensor is currently bypassed.	1	140.00	140.00

TERMS AND CONDITIONS:

TOTAL	\$140.00
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LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE

Done

Irrigation Service/Proposal Request

Property: Triple Creek CDD

DATE 1/17/23

Location Brisbane Controller

Emergency?

Work Ordered By: _____

Field Contact if any: _____

Phone _____

FSR/PROPOSAL # 81143

Description of Work to be performed:

Replace defective rain sensor (Reading Active w/o any rainfall)
* sensor currently by-passed

Materials needed :

1 - ~~Replace~~ ^{Install} Rainbird Wireless Rain Sensor 140.00

Foreman: Tom

Manager

Date Completed 1/19/23

Total Man Hours

Total 140.00

Inspected by

Date

Special Tools Needed:



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/20/2023	172977

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repair completed on 1-19-2023 Labor: 1 man @ \$ 60.00 per hour Tracking, locating and troubleshooting 2 zones not working from controller. Brisbane controller - zone 10 and 11 - replaced faulty ICD200 Hunter 2 station decoder under warranty. Zones 14, 15 and 16 on Tidal Flats Loop not closing - took valves apart and flushed debris from valves.	4	60.00	240.00

RECEIVED
 01/31/23

			Total	\$240.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	2/19/2023	Balance Due	\$240.00

Irrigation Service/Proposal Request

Property: Triple Creek CDD DATE 1/17/23, 1/19/23

Location Brisbane Controller. Park on wildflower meadow - Zones 10, 11
Tidal Flats Lp Island - Zones 14, 15, 16

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____ FSR/PROPOSAL # _____

Description of Work to be performed:

Zone 11 not working
- located valve, replaced defective 2 station decoder (Date Code Feb 19)
Zones 14, 15 + 16 - ~~not working~~ Not shutting off. Removed upper housing + flushed

Materials needed : sand, debris, and PVC shards from valves (residual from Lightning Strike)

1 - ICD200 N/C
4 - King Tom (1.67) 6.68

Foreman: Tom
 Manager _____
 Date Completed 1/19/23
 Total Man Hours ~~360~~ 3 hrs 60⁰⁰
 Inspected by _____
 Date _____

Special Tools Needed:
Materials
Labor ~~240.00~~ 240.00
Total ~~MANHOURS~~



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/21/2023	172991

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repairs completed on 1-19-2023 Replace 6 inch spray head Repair flex pipe leak	9 9	24.00 11.00	216.00 99.00
Contractor damage at new home: Replaced 9 broken 6 inch spray heads and 9 flex pipe leaks.			

RECEIVED
 01/31/23

Tripoli controllr - zone 12 - corner of Tannencrest and Boggy Creek.			Total	\$315.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	2/20/2023	Balance Due	\$315.00

Irrigation Service/Proposal Request

Property: Triple Creek CDD

DATE 1/19/23

Location Tripoli Controller Zone 12 (corner of Tannemcrest & Boggy Creek)

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____

FSR/PROPOSAL # _____

Description of Work to be performed:

Contractor damage at new home

- 9 broken sprayheads

- 9 flex pipe breaks

Materials needed :

9 - Replace 6" sprayhead (24.00) 216.00

9 - Repair Flex Pipe Break (11.00) 99.00

Foreman: Tom

Manager _____

Date Completed 1/19/23

Total Man Hours _____

Inspected by _____

Date _____

Special Tools Needed:

Total 315.00



Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
813-757-6501

Invoice

Date	Invoice #
2/1/2023	173207

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Services for the month February 2023

Description	Qty	Rate	Amount
Monthly Ground Maintenance	1	48,709.00	48,709.00
Addendum #1	1	2,650.00	2,650.00
Addendum #2	1	1,492.92	1,492.92
Addendum #3	1	2,650.00	2,650.00
Fuel surcharge for February-01/15/23 Avg Price \$3.41/gal	1	555.02	555.02

Fert&Pest included in total beginning 12-1-2021			Total	\$56,056.94
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	3/3/2023	Balance Due	\$56,056.94





Invoice

Date	Invoice #
1/28/2023	173305

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repair completed on 1-26-2023			
Irrigation parts	1	66.46	66.46
Labor: 1 man @ \$ 60.00 per hour	3	65.00	195.00
Contractor damage: Missing section of pipe feeding drip irrigation to island, found ball valve to irrigation zone closed. Replaced 35 ft. of missing 1 inch pipe to reconnect zone.			

RECEIVED
 01/31/23

Tripoli controller - zone 31 - 12743 Tannencrest at Crescent Island.	Total	\$261.46
--	-------	----------

Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	2/27/2023	Balance Due	\$261.46

Irrigation Service/Proposal Request

Property: <u>Triple Creek CSD</u>	DATE <u>1/26/23</u>
Location <u>Tripoli Controller, Zone 31 (12743 Tannecrest @ Crescent Island)</u>	

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____ FSR/PROPOSAL # _____

Description of Work to be performed:	
<u>Missing section of 1" pipe feeding dripline for island (contractor Damage)</u>	
<u>- found valve turned off at ball valve</u>	
<u>- located other end of pipe by backfeeding from valve to drip feeder</u>	
Materials needed :	
<u>4 - 406 010 (1.35)</u>	<u>5.40</u>
<u>1 - 429 010</u>	<u>1.07</u>
<u>1 - 437 131</u>	<u>1.29</u>
<u>1 - 407 007</u>	<u>0.97</u>
<u>1 - 437 101</u>	<u>0.70</u>
<u>35 - 1 PVCBE (1.59)</u>	<u>55.65</u>
<u>1 - 406 007</u>	<u>0.77</u>
<u>1 - 429 007</u>	<u>0.61</u>

Foreman: <u>Tom</u>	Special Tools Needed:
Manager	<u>Materials 66.46</u>
Date Completed <u>1/27/23</u>	<u>Labor 195.00</u>
Total Man Hours <u>3.25 hrs @ 60^{min}</u>	<u>Total 261.46</u>
Inspected by	
Date	

1/26/23 2 hrs
1/27/23 1.25 hrs



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/30/2023	173320

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
80834

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Proposal per request.. 12303 Bay Estuary .. Replace turf damaged with pool installation. 400 square ft. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials' Sod - Bahia SF	400	2.30	920.00
Total			\$920.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	3/1/2023	Balance Due
			\$0.00
			\$920.00





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
1/31/2023	173350

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
79984

Work Order #

PO / PA #
97140

Description	Qty	Rate	Amount
Per field inspection report #59.. At the South end of Boggy Creek Dr.. There is a sidewalk trail that goes between WCA 38. On the Southside of this there is a bridge. After you cross the bridge there are two trees that appear dead. They cannot be salvaged. We have flush cut. Below is a proposal to replace the two Sycamores. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'			
Sycamore 45g	2	945.00	1,890.00
Tree strapping	2	90.00	180.00
Total			\$2,070.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	3/2/2023	Balance Due
			\$0.00
			\$2,070.00





Invoice

Date	Invoice #
2/1/2023	173380

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
80665

Work Order #

PO / PA #

Description	Qty	Rate	Amount
<p>Cut up and remove 8 fallen trees on the pond banks of the community from storm damage, and one behind the houses on the West side of where Streamed and Streamed meet.</p> <p>All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'</p>	9	926.25	8,336.25
<p>Total</p>			<p>\$8,336.25</p>
<p>Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.</p>	<p>Terms</p>	<p>Due Date</p>	<p>Payments/Credits</p>
	<p>Net 30</p>	<p>3/3/2023</p>	<p>Balance Due</p>
<p>Balance Due</p>			<p>\$8,336.25</p>





Invoice

Date	Invoice #
2/2/2023	173402

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repair completed on 2-1-2023 Irrigation parts Labor: 1 man @ \$ 60.00 per hour Replaced faulty ICD200 Hunter 2 station decoder under warranty.	1 0.5	5.04 60.00	5.04 30.00

RECEIVED
 02/03/23

Hammock Park and Fruitville controller - zones 12 and 13.			Total	\$35.04
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	3/4/2023	Balance Due	35.04



Landscape Maintenance Professionals,
 Incorporated
 Corporate Office
 PO Box 267
 Seffner, FL 33583

Invoice

Date	Invoice #
2/3/2023	173446

Bill To
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Estimate No.	P.O. No.	Terms	Rep
81482		Net 30	PM

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Proposal to restake Oak tree that was previously replaced due to an accident on Dorado Shores. All work includes, clean-up, removal, and disposal of debris generated during the course of work.								
7018-Ser...	Tree reset/ staking	180.00			1	180.00	100.00%	100.00%	180.00

Total						\$180.00			
Payments/Credits						\$0.00			
Balance Due						\$180.00			





Invoice

Date	Invoice #
2/8/2023	173507

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repairs completed on 2-7-2023			
Replace Rainbird 24V solenoid	1	75.00	75.00
DBR/Y splice kit	6	2.60	15.60
Labor: 1 man @ \$ 60.00 per hour (tracking and wire repairs)	3	60.00	180.00
Zones 21, 22, 23, 24, 52, 53, 56 and 57 not working from controller. Zone 23 - replace Rainbird 24V solenoid. Zones 21, 22, 24, 52 and 53 - Respliced faulty wire connections. Zones 56 and 57 - A seperate proposal will be submitted for faulty decoders that are no longer under warranty.			

RECEIVED
 02/09/23

Dorado Shores controller - zones 21, 22, 23, 24, 52, 53, 56 and 57.		Total	\$270.60
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	3/10/2023	\$0.00
Balance Due			\$270.60

Irrigation Service/Proposal Request

Property: <u>Tripla Creek</u>	DATE <u>2/7/23</u>
Location <u>Dorado Shores Zones 21, 22, 23, 24, 52, 53, 56 & 57</u>	

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____ FSR/PROPOSAL # _____

Description of Work to be performed:	
<u>Zones not working.</u>	
<u>- located all valves, re-wired decoders.</u>	
<u>- All zones working except 23, 56 & 57.</u>	
Materials needed : <u>• Replaced solenoid on on zone 23. 56 & 57 defective decoders.</u>	
1- Replace Rainbird 24V Solenoid	75.00
6- DBR/Y (2.60)	15.60

Foreman: <u>Tom</u>	Special Tools Needed:
Manager	<u>materials 90.60</u>
Date Completed <u>2/7/23</u>	<u>Labor 180.00</u>
Total Man Hours <u>3hrs @ 60⁰⁰</u>	<u>Total 270.60 270.60</u>
Inspected by	
Date	



Landscape Maintenance Professionals,
 Incorporated
 Corporate Office
 PO Box 267
 Seffner, FL 33583

Invoice

Date	Invoice #
2/8/2023	173519

Bill To
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Estimate No.	P.O. No.	Terms	Rep
80489	97245	Net 30	PM

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Proposal to stump grind removed tree on West side of Dorado Shores before the bridge and cover with St. Augustine All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'								
7010-Ser...	Sod - St. Aug (piece)	61.95			7	8.85	100.00%	100.00%	61.95
7018-Ser...	Stump Grinding	315.00			1	315.00	100.00%	100.00%	315.00

Total	\$376.95
Payments/Credits	\$0.00
Balance Due	\$376.95





Landscape Maintenance Professionals,
 Incorporated
 Corporate Office
 PO Box 267
 Seffner, FL 33583

Invoice

Date	Invoice #
2/8/2023	173520

Bill To
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Estimate No.	P.O. No.	Terms	Rep
81376		Net 30	PM

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Proposal to flush cut dead Bismark on Northeast side of Balm Riverview Rd. All work includes, clean-up, removal, and disposal of debris generated during the course of work. Note: Irrigation modifications necessary will be invoiced separately as 'time and materials'								
7018-Ser...	Tree removal (flush)	405.00			1	405.00	100.00%	100.00%	405.00
7018-Ser...	Debris Disposal	135.00			1	135.00	100.00%	100.00%	135.00

Total	\$540.00
Payments/Credits	\$0.00
Balance Due	\$540.00





Landscape Maintenance Professionals,
 Incorporated
 Corporate Office
 PO Box 267
 Seffner, FL 33583

Invoice

Date	Invoice #
2/8/2023	173521

Bill To
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Estimate No.	P.O. No.	Terms	Rep
81378		Net 30	PM

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Remove straps off of 76 Pines along Triple Creek. All work includes, clean-up, removal, and disposal of debris generated during the course of work.								
7018-Ser...	Strap removal/ disposal	684.00			76	9.00	100.00%	100.00%	684.00

Total						\$684.00			
Payments/Credits						\$0.00			
Balance Due						\$684.00			





Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
2/10/2023	173554

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
81262

Work Order #

PO / PA #

Description	Qty	Rate	Amount
800M4 PVB rebuild kit with bonnet kit	1	253.88	253.88
Labor: 1 man @ \$ 60.00 per hour	2	60.00	120.00
Rebuild 2 inch pressure vacuum breaker assembly.			

Irrigation pump at Satin Lily Dr. and Wildflower Meadow Dr.	Total	\$373.88
---	-------	----------

Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	3/12/2023	Balance Due	\$373.88





Invoice

Date	Invoice #
2/11/2023	173575

Corporate Office
 PO Box 267
 Seffner, FL 33583
 813-757-6500
 813-757-6501

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
81596

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Replace FD202TURF Rainbird 2 station decoder Replace faulty Rainbird 2 station field decoder that is no longer under warranty.	1	425.00	425.00

RECEIVED
 02/16/23

Dorado Shores controller - zones 56 and 57.	Total	\$425.00
---	--------------	-----------------

Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits	\$0.00
	Net 30	3/13/2023	Balance Due	\$425.00



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	2/8/2023
Estimate #	81596
LMP REPRESENTATIVE	
TN-TI	
PO #	
Work Order #	

Dorado Shores controller - zones 56 and 57.

DESCRIPTION	QTY	COST	TOTAL
Replace FD202TURF Rainbird 2 station decoder Replace faulty Rainbird 2 station field decoder that is no longer under warranty. <i>34922</i> <i>34923</i> <i>Zone</i>	1	425.00	425.00
		<i>Completed</i>	<i>2/10/23</i>

TERMS AND CONDITIONS:

TOTAL	\$425.00
--------------	-----------------

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

OWNER / AGENT

Taylor Nielsen

DATE 2/8/23



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
2/15/2023	173617

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #
81682

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Replace / Install 1 1/2 inch scrubber valve Replace faulty 1 1/2 inch irrigation control valve that is failing to close and has broken flow control. Valve is turned off at ball valve.	1	365.00	365.00
Satin Lily controller - zone 19 - Orca Sound Dr. & Satin Lily Dr. - cart path drip zone.		Total	\$365.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	3/17/2023	Balance Due
			\$0.00
			\$365.00

RECEIVED
 02/16/23



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Date	2/11/2023
Estimate #	81682
LMP REPRESENTATIVE	
TN-TI	
PO #	
Work Order #	

Satin Lily controller - zone 19 - Orca Sound Dr. & Satin Lily Dr. - cart path drip zone.

DESCRIPTION	QTY	COST	TOTAL
Replace / Install 1 1/2 inch scrubber valve	1	365.00	365.00
Replace faulty 1 1/2 inch irrigation control valve that is failing to close and has broken flow control. Valve is turned off at ball valve.			

TERMS AND CONDITIONS:

TOTAL	\$365.00
--------------	-----------------

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE

* Done *

Irrigation Service/Proposal Request

Property: Triple Creek CAD

DATE 2/10/23

Location Satin Lily Controller, Zone 19 (Orca Sound Dr + Satin Lily Dr)
cant path drip

Emergency?

Work Ordered By: _____

Field Contact if any: _____

Phone _____

FSR/PROPOSAL # 81682

Description of Work to be performed:

Valve not closing (weeping). Flow control broken. *(Turned off at ball valve)

Materials needed :

1 - Replace 1 1/2" Valve (Scrubber) 365.00

Foreman: Tom

Manager

Date Completed 2/14/23

Total Man Hours

Inspected by

Date

Special Tools Needed:

total 365.00



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
2/15/2023	173619

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repair completed on 2-14-2023 Replace Hunter 24V solenoid Located valve and replaced faulty Hunter 24V solenoid.	1	40.00	40.00

RECEIVED
 02/16/23

Zone 11 - large bermuda turf area in front of Hammock Clubhouse.		Total	\$40.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits
	Net 30	3/17/2023	Balance Due

\$40.00

Irrigation Service/Proposal Request

Property: <i>Triple Creek GDD</i>	DATE
Location <i>Large turf (Bermuda) area in front of Hammock clubhouse (Zone 11)</i>	

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____ FSR/PROPOSAL # _____

Description of Work to be performed:
<i>Zone not working.</i>
<i>Located valve, replaced solenoid</i>
Materials needed :
<i>1 - Replace Hunter 24VAC solenoid 40.00</i>
<i>• 1 - 606800</i>

Foreman: <i>Tom</i>	Special Tools Needed:	
Manager		
Date Completed <i>2/14/23</i>		
Total Man Hours		<i>Total 40.00</i>
Inspected by		
Date		



Invoice

Corporate Office
 PO Box 267
 Seffner, FL 33583

813-757-6500
 813-757-6501

Date	Invoice #
2/17/2023	173679

Bill To:
Triple Creek CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Information

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Irrigation repair completed on 2-16-2023 Replace Hunter 24V solenoid Replaced faulty Hunter 24V solenoid.	1	40.00	40.00
Sidewalk turf west of Streambed on north side - zone 57.			Total \$40.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.	Terms	Due Date	Payments/Credits \$0.00
	Net 30	3/19/2023	Balance Due \$40.00

RECEIVED
 02/20/23

Irrigation Service/Proposal Request

Property: Triple Creek CAN

DATE 2/16/23

Location sidewalk turf west of streambed (North side) zone 57

Emergency? _____

Work Ordered By: _____

Field Contact if any: _____

Phone _____

FSR/PROPOSAL # _____

Description of Work to be performed:

Zone 57 - replaced defective solenoid

Materials needed :

1 - Replace Hunter 24Vac Solenoid 40.00

Foreman: Tom

Manager _____

Date Completed 2/16/23

Total Man Hours _____

Inspected by _____

Date _____

Special Tools Needed:

materials

Labor

Total 40.00



16210 North Florida Avenue
Lutz, FL 33549

Pest Control Division

Office: 813.968.7031
Toll Free:
888.908.8388
www.nvirotect.com

INVOICE

Triple Creek CDD
11920 Streambed Dr.
Riverview, FL 33579

Date: 1-27-23

Account Number: 9501
Invoice Number: 284867
Previous Balance: \$0.00
Commercial General Pests \$195.00
Sales Tax: \$0.00
Service Amount: \$195.00

Call for a FREE Lawn Care Quote!

Next service FREE for each referral!*

10% Discount with yearly Prepayment!*

RECEIVED
01/30/23

Check /Cash: _____
Technician(s): Elijah

* Exclusions apply. Call office for details.

Treatment Area	Structure	Frequency	Type of Service
<input type="checkbox"/> Bedroom	<input type="checkbox"/> Bank	<input type="checkbox"/> Annual Service	<input type="checkbox"/> Additional Service
<input type="checkbox"/> Breakroom	<input type="checkbox"/> Industrial	<input type="checkbox"/> Every Other Month	<input type="checkbox"/> Extra Service
<input type="checkbox"/> Garage	<input type="checkbox"/> Medical	<input checked="" type="checkbox"/> Monthly Service	<input checked="" type="checkbox"/> General Pest Control
<input type="checkbox"/> Kitchen	<input checked="" type="checkbox"/> Professional	<input type="checkbox"/> Quarterly Service	<input type="checkbox"/> In Wall Tube System
<input checked="" type="checkbox"/> Perimeter	<input type="checkbox"/> Residence	<input type="checkbox"/> Twice Per Month	<input type="checkbox"/> Rodent Control
<input checked="" type="checkbox"/> Rest Room	<input type="checkbox"/> Retail	<input type="checkbox"/> Weekly	<input type="checkbox"/> Annual Service

General Pest	Treatment	Treatment
<input type="checkbox"/> Acrobat Ants	<input type="checkbox"/> Pantry pests	<input type="checkbox"/> Advion Ant Bait Station .1%
<input type="checkbox"/> Argentine Ants	<input type="checkbox"/> Paper Wasps	<input type="checkbox"/> Advion Ant Gel Bait .05%
<input type="checkbox"/> Bed Bugs	<input type="checkbox"/> Pharaoh Ants	<input type="checkbox"/> Advion Roach Bait Stn .5%
<input type="checkbox"/> Carpenter Ants	<input checked="" type="checkbox"/> Preventative	<input type="checkbox"/> Advion Roach Gel Bait .6%
<input type="checkbox"/> Crazy Ants	<input type="checkbox"/> Roaches	<input checked="" type="checkbox"/> Alpine Aerosol .25%
<input type="checkbox"/> Drain Flies	<input type="checkbox"/> Silverfish	<input type="checkbox"/> Biozyme
<input type="checkbox"/> Fire Ants	<input type="checkbox"/> Spiders	<input type="checkbox"/> CM Insect Monitors
<input type="checkbox"/> Fleas	<input type="checkbox"/> Ticks	<input type="checkbox"/> Dekko Silver Fish Paks 20%
<input type="checkbox"/> German Roaches	<input type="checkbox"/> White Foot Ants	<input type="checkbox"/> D-Fense Dust .05%
<input type="checkbox"/> Ghost Ants	<input type="checkbox"/> _____	<input checked="" type="checkbox"/> Gentrol Liquid 9%
<input type="checkbox"/> Mosquitos		<input checked="" type="checkbox"/> Inspection
<input type="checkbox"/> Mud Daubers		<input type="checkbox"/> Maxforce Quantum .03%
		<input type="checkbox"/> Niban FG 5%
		<input type="checkbox"/> Nyguard IGR 10%
		<input type="checkbox"/> Onslaught 6.4%
		<input checked="" type="checkbox"/> Perimeter Sweep
		<input type="checkbox"/> Taurus .06%
		<input checked="" type="checkbox"/> Talstar Xtra .25%
		<input type="checkbox"/> Transport GHP .11%
		<input type="checkbox"/> Transport Mikron .11%
		<input type="checkbox"/> Vector Bio 5
		<input type="checkbox"/> Wasp Freeze .1%
		<input type="checkbox"/> Web Out 10.5%
		<input type="checkbox"/> _____

Rodent Control	Treatment	Treatment
<input type="checkbox"/> Mice	<input type="checkbox"/> CM Rat Snap Traps	<input type="checkbox"/> Rodent Bait Stations
<input type="checkbox"/> Rats	<input type="checkbox"/> Contrac Blox Bait .005%	<input type="checkbox"/> T-Rex Rat Snap Traps
<input type="checkbox"/> _____	<input type="checkbox"/> Final Blox Bait .005%	<input type="checkbox"/> Victor Glue Boards

PAYMENT DUE UPON RECEIPT : We Accept Visa, Mastercard and Discover.

Ask us about Automatic Payments or Paperless Billing.

Instructions: me

Andrew Ware



2242 Industrial Blvd.
Sarasota, FL 34234

941.355.0035

Invoice

Date	Invoice #
12/31/22	20227708

Bill To
Triple Creek CDD

Description	DISPATCH	TERMS	P.O. NUMBER
	223593	COD	
Description	Qty	Rate	Amount
Date of Service: 12/12/2022		0.00	0.00
Location: Flag pole			
Service Performed: Called to troubleshoot flag pole lights not coming on. Removed and replaced photocell. Found water in light causing it to not work. Light will need to be replaced. Made all necessary connections and tested for proper operation.			
Passed by Tech: Anthony			
Service Call-Standard		99.00	99.00
Service Labor Hours-Standard	2	165.00	330.00
Photocell	1	40.00	40.00
Sales Tax		0.00%	0.00
		RECEIVED 02/08/23	
Owens Electric is "Plugged In To All Your Electrical Needs!" Thank you for your business! EC13002293 EC13009131		Total	\$469.00
		Payments/Credits	\$0.00
<i>In the event your file has to be placed for collections we will add the collection cost into the amount owed. Not to exceed 25% of the balance owed.</i>		Balance Due	\$469.00



INVOICE

Page 1 of 2




INVOICE NUMBER	INVOICE DATE
187438	1/30/2023
CONTRACT NUMBER	DUE DATE
105598-1	3/1/2023

Accounts Payable
Triple Creek Community Development District
3434 COLWELL AVE
SUITE 200
TAMPA, FL 33614

PO #	Amount	
-	CONTRACT PAYMENT	2,034.87
-	INSURANCE	81.89
<i>Original Lease #190774-VF000</i>	TOTAL AMOUNT DUE :	2,116.76



CONTACT US FOR CUSTOMER SERVICE OR BILLING QUESTIONS:

-  PHONE: 248-593-3990
-  E-MAIL: CVFCUSTOMERSERVICE@PATHWARD.COM
-  WEB:

Please return this portion with your payment.

ACCOUNTS PAYABLE
TRIPLE CREEK COMMUNITY DEVELOPMENT
DISTRICT
3434 COLWELL AVE
SUITE 200
TAMPA, FL 33614

CONTRACT NUMBER 105598-1
TOTAL AMOUNT DUE : 2,116.76

AMOUNT ENCLOSED:

All amounts shown are in USD

PATHWARD, NATIONAL ASSOCIATION
P.O. BOX 233756
3756 MOMENTUM PLACE
CHICAGO, IL 60689-5337

INVOICE

Page 2 of 2

INVOICE NUMBER	INVOICE DATE
187438	1/30/2023
CONTRACT NUMBER	DUE DATE
105598-1	3/1/2023

ASSET LOCATION	CHARGE	TAX	TOTAL
	81.89	0.00	81.89
RIVERVIEW, FL	2,034.87	0.00	2,034.87
GRAND TOTAL	2,116.76	0.00	2,116.76

Protegis Fire & Safety, A Summit Fire & Security
Company
PO Box 931933
Cleveland, OH 44193
800.875.7200
billgroup@protegis.com



Bill To
Triple Creek Cdd
12750 Citrus Park Lane
TAMPA, FL 33625

<https://summitfiresecurity.com>

Invoice No.	12500314	Service Location	Triple Creek
Invoice For	Inspection Job #27134991 (01/23/2023)		11920 Streambed Dr 13013 Boggy Creek
Transaction Date	1/23/2023		Dr
Due Date	1/23/2023 (Due Upon Receipt)		RIVERVIEW, FL 33579

Notes

Our remit to address and credit card payment options remain the same at this time:
Pay invoices at <https://link.edgepilot.com/s/17ec29ef/0MSZ8bzb1UKKW4Yf9ISI-A?u=http://www.protegis.com/>

Visit our website for more information regarding Summit Fire & Security's acquisition of Protegis
<https://link.edgepilot.com/s/f2a4409d/zBhYa5167kmElqozV1SX0Q?u=https://summitfiresecurity.com/>

Code	Item	Svc	Qty	Unit Price	Amt
R1-PO-RC5-ABC	Portable Recharge - 5 lb ABC	EXT	1	\$29.50	\$29.50
R1-PO-IN-01	Portable - Extinguisher Annual Maintenance	EXT	4	\$15.00	\$60.00
R1-PO-FE-03	Portable Fee - Compliance/Trip	EXT	1	\$69.00	\$69.00

GRAND TOTAL \$158.50

RECEIVED
01/24/23

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
2/1/2023	INV0000075330

Bill To:

TRIPLE CREEK CDD 9428 Camden Field Parkway Riverview FL 33578

Services for the month of	Terms	Client Number
February	Upon Receipt	00535

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,460.00	\$1,460.00
Administrative Services	1.00	\$391.00	\$391.00
Financial & Revenue Collections	1.00	\$323.00	\$323.00
Landscape Consulting Services	1.00	\$800.00	\$800.00
Management Services	1.00	\$1,615.00	\$1,615.00
Website Compliance & Management	1.00	\$100.00	\$100.00
Subtotal			\$4,689.00
Total			\$4,689.00

Securiteam Inc.
 13745 N. Nebraska Ave.
 Tampa, FL 33613
 Phone: 813-909-7775
 Fax: 888-596-8464

Invoice



Bill To
Triple Creek CDD C/O Rizzetta & Co 3434 Colwell Ave Ste 200 Tampa, FL 33614

Installation Address
Triple Creek CDD 13013 Boggy Creek Dr Riverview, FL 33579

P.O. No.	Date	Invoice #	Due Date	Acct #
	2/1/2023	16429	3/3/2023	VID0223/VID0222

Qty	Description
	Monthly Monitoring
1	Main Pool (VID0223)
1	Streambed Pool (VID0222)
1	5 YEAR Extended Warranty Agreement
	Effective 9/10/21

RECEIVED
 02/01/23

Subtotal	\$1,000.00
Sales Tax (0.0%)	\$0.00
Total	\$1,000.00
Balance Due	\$1,000.00

Securiteam
 13745 N. Nebraska Ave.
 Tampa, FL 33613
 Phone: 813-909-7775
 Fax: 888-596-8464

Invoice



Bill To
Triple Creek CDD C/O Rizzetta & Co 3434 Colwell Ave Ste 200 Tampa, FL 33614

Ship To
Triple Creek CDD 13013 Boggy Creek Dr Riverview, FL 33579

Date	Invoice #	P.O. No.	Terms	Due Date
2/22/2023	13033012623		Net 30	3/24/2023

QTY	Description
1	Avigilon Dome 3.0C-H6M-D2-IR
1	ACC 7 Standard Camera Channel
2.5	Service Labor - 1st Hour
1	Cat6 cable (
	Erik V: Ran new line with Johnathan setup cameras on server showed client DanielG - Daniel Gainza - 1/17/2023 4:06:19 PM - <<<< details >>> cameras replacement - New Camera in the warehouse.)

RECEIVED
 02/22/23

	Subtotal	\$1,851.19
	Sales Tax (0.0%)	\$0.00
	Total	\$1,851.19
	Payments/Credits	\$0.00
	Balance Due	\$1,851.19



Invoice

7643 Gate Parkway
Suite# 104-167
Jacksonville, FL 32256

Date	Invoice #
2/1/2023	7270B

Bill To
Triple Creek
Rizzetta
Taylor Nielsen

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Aquatic Maintenance-47 -February	4,950.00	4,950.00
		Balance Due	\$4,950.00

RECEIVED
02/03/23

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
1/6/2023	8964

Bill To
Triple Creek CDD c/o Rizzetta and Co 3434 Colwell Ave Suite 200 Tampa, FL. 33614

P.O. No.	Terms	Project
Jan 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,000.00	1,000.00

Thank you for your business.

Phone #
(727) 271-1395

Total \$1,000.00

RECEIVED
01/07/23

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
1/6/2023	8965

Bill To
Triple Creek Hammock CDD c/o Rizzetta and Co 3434 Colwell Ave Suite 200 Tampa, FL. 33614

P.O. No.	Terms	Project
Jan 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	2,100.00	2,100.00

Thank you for your business.

Phone #
(727) 271-1395

Total \$2,100.00

RECEIVED
01/07/23

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
2/3/2023	9063

Bill To
Triple Creek CDD c/o Rizzetta and Co 3434 Colwell Ave Suite 200 Tampa, FL. 33614

P.O. No.	Terms	Project
Feb 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	1,000.00	1,000.00

RECEIVED
02/05/23

Thank you for your business.

Phone #
(727) 271-1395

Total

\$1,000.00

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
2/3/2023	9064

Bill To
Triple Creek Hammock CDD c/o Rizzetta and Co 3434 Colwell Ave Suite 200 Tampa, FL. 33614

P.O. No.	Terms	Project
Feb 2023	Net 30	

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included.	2,006.00	2,006.00

RECEIVED
02/05/23

Thank you for your business.

Phone #

(727) 271-1395

Total

\$2,006.00

TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, FL – 813-933-5571
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

Check Request

Amount: \$45.00

Date: 01/27/2022

Payable to: Sunset Park Title Company LLC

Description: Series 2019B bond payoff overpayment

Requestor: Samantha Reese

Approved by: _____

-
1. Change Offset
 2. Code to 001-20706

Triple Creek CDD
TECO Meter Reading 12/13/23-01/19/23
Due 02/09/23

<u>Account</u>	<u>Billing Date</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>	
211005281400	1/19/2023	Triple Creek Tract D	001-53100-4307	\$ 996.98	
211005281640	1/19/2023	Triple Creek Tract A	001-53100-4307	\$ 1,832.75	
211005281160	1/19/2023	Balm Riverview/Trpl Crk PH1	001-53100-4307	\$ 1,775.54	
211005282317	1/19/2023	Triple Creek BL PH2	001-53100-4307	\$ 3,738.50	
211005282515	1/19/2023	Triple Creek PH 2	001-53100-4307	\$ 9,038.62	
211005282705	1/19/2023	Triple Creek PH C	001-53100-4307	\$ 1,006.60	
211005282127	1/19/2023	11920 Streambed Dr CLBHS	001-53100-4304	\$ 766.70	
211005280915	1/19/2023	12198 Triple Creek Bl Pmp	001-53100-4301	\$ 63.98	
211005280683	1/19/2023	12141 Triple Creek Bl Pmp	001-53100-4301	\$ 149.58	
211005281889	1/19/2023	12113 Triple Creek BL	001-53100-4301	\$ 73.19	
221003469352	1/19/2023	13427 Dorado Shores Ave	001-53100-4301	\$ 36.46	
221003452580	1/19/2023	13323 Wildflower Meadow Dr.	001-53100-4301	\$ 35.39	
221005700036	1/19/2023	12791 Triple Creek Blvd E	001-53100-4301	\$ 24.21	
221006430211	1/19/2023	13013 Boggy Creek Dr Amenity	001-53100-4304	\$ 2,084.70	
211017442826	1/19/2023	12409 Big Bend Rd Well	001-53100-4301	\$ 61.00	
211017442784	1/19/2023	12799 Hammock Park Dr Irr	001-53100-4301	\$ 119.41	
221007538566	1/19/2023	13221 Jeter Creek Dr Irr	001-53100-4301	\$ 45.65	
221007556022	1/19/2023	12908 Hammock Park Dr Irr	001-53100-4301	\$ 92.08	
221007595400	1/19/2023	Triple Creek Village 1 Lights	001-53100-4307	\$ 3,009.45	
211025638753	1/19/2023	13013 Twin Bridges Dr PMP	001-53100-4301	\$ 89.18	
221007664917	1/19/2023	Wildflower Meadow Dr Lights	001-53100-4307	\$ 1,540.24	
221007991005	1/19/2023	12950 Brisbane Pl Well	001-53100-4301	\$	(140.72)
221008186548	1/19/2023	0 Triple Creek Village Ph 3	001-53100-4307	\$ 2,060.74	
221008613442	1/19/2023	12809 Boggy Creek Dr PMP	001-53100-4301	\$ 164.78	
221008211213	1/19/2023	Triple Creek Village M	001-53100-4307	\$ 1,711.37	
221008241392	1/19/2023	Triple Creek Village H	001-53100-4307	\$ 2,139.22	
TOTAL				\$ 32,656.32	
				Summary	
General Service			001-53100-4307	\$ 28,850.01	
			001-53100-4301	\$ 954.91	
			001-53100-4304	\$ 2,851.40	
			001-15601		
TOTAL				\$ 32,656.32	

Statement Date: 01/19/2023
Account: 211005280683

TRIPLE CREEK CDD
12141 TRIPLE CREEK BLVD
RIVERVIEW, FL 33579-0000

Current month's charges:	\$152.64
Total amount due:	\$149.58
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$319.78
Payment(s) Received Since Last Statement	-\$319.78
Miscellaneous Credits	-\$3.06
Credit balance after payments and credits	-\$3.06
Current Month's Charges	\$152.64
Total Amount Due	\$149.58

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005280683

Current month's charges:	\$152.64
Total amount due:	\$149.58
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727863

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Clean Energy Transition Mechanism (CETM) – A charge to recover costs associated with electric meter upgrades and the closing of certain coal generating plants to support Tampa Electric's transition to produce clean energy.

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Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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Storm Protection Charge – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

Sun SelectSM – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

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Account: 211005280683
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12141 TRIPLE CREEK BLVD, RIVERVIEW, FL 33579-0000

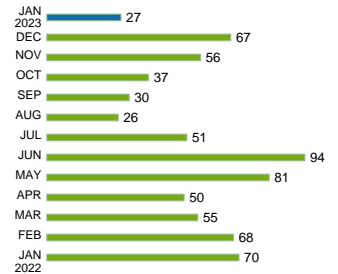
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000813543	01/12/2023	50,011		49,176		835 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	835 kWh @ \$0.07990/kWh	\$66.72
Fuel Charge	835 kWh @ \$0.04832/kWh	\$40.35
Storm Protection Charge	835 kWh @ \$0.00400/kWh	\$3.34
Clean Energy Transition Mechanism	835 kWh @ \$0.00427/kWh	\$3.57
Florida Gross Receipt Tax		\$3.52
Electric Service Cost		\$140.75
State Tax		\$11.89
Total Electric Cost, Local Fees and Taxes		\$152.64
Total Current Month's Charges		\$152.64

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric	-\$3.06
Total Current Month's Credits	-\$3.06

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005280915

TRIPLE CREEK CDD
12198 TRIPLE CREEK BLVD
RIVERVIEW, FL 33579-0000

Current month's charges:	\$67.61
Total amount due:	\$63.98
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$168.08
Payment(s) Received Since Last Statement	-\$168.08
Miscellaneous Credits	-\$3.63
Credit balance after payments and credits	-\$3.63
Current Month's Charges	\$67.61
Total Amount Due	\$63.98



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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SCAM ALERT!

Scammers are calling. Don't be a victim.

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- If you think a call is a scam, hang up.

To learn more, or to report a scam, visit tampaelectric.com/scam

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005280915

Current month's charges:	\$67.61
Total amount due:	\$63.98
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727864

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

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863-299-0800 (Polk County)
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711

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Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: 211005280915
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12198 TRIPLE CREEK BLVD, RIVERVIEW, FL 33579-0000

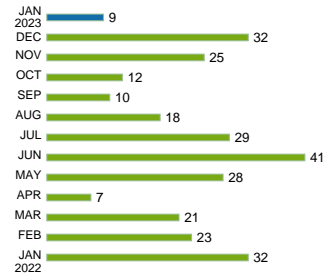
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000779874	01/12/2023	26,024		25,749		275 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	275 kWh @ \$0.07990/kWh	\$21.97
Fuel Charge	275 kWh @ \$0.04832/kWh	\$13.29
Storm Protection Charge	275 kWh @ \$0.00400/kWh	\$1.10
Clean Energy Transition Mechanism	275 kWh @ \$0.00427/kWh	\$1.17
Florida Gross Receipt Tax		\$1.56
Electric Service Cost		\$62.34
State Tax		\$5.27
Total Electric Cost, Local Fees and Taxes		\$67.61
Total Current Month's Charges		\$67.61

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric	-\$3.63
Total Current Month's Credits	-\$3.63

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005281160

TRIPLE CREEK CDD
BALM RIVERVIEW TRPL CRK PH1
RIVERVIEW, FL 33579-0000

Current month's charges:	\$1,817.99
Total amount due:	\$1,775.54
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,665.11
Payment(s) Received Since Last Statement	-\$1,665.11
Miscellaneous Credits	-\$42.45
Credit balance after payments and credits	-\$42.45
Current Month's Charges	\$1,817.99
Total Amount Due	\$1,775.54



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005281160

Current month's charges:	\$1,817.99
Total amount due:	\$1,775.54
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727865

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
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Hearing Impaired/TTY

711

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813-275-3909

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P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: 211005281160
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: BALM RIVERVIEW TRPL CRK PH1, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	990 kWh @ \$0.03511/kWh	\$34.76
Fixture & Maintenance Charge	33 Fixtures	\$696.44
Lighting Pole / Wire	33 Poles	\$894.54
Lighting Fuel Charge	990 kWh @ \$0.04767/kWh	\$47.19
Storm Protection Charge	990 kWh @ \$0.01466/kWh	\$14.51
Clean Energy Transition Mechanism	990 kWh @ \$0.00036/kWh	\$0.36
Florida Gross Receipt Tax		\$2.48
State Tax		\$127.71

Lighting Charges

\$1,817.99

Total Current Month's Charges

\$1,817.99

Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$42.45

Total Current Month's Credits

-\$42.45

Important Messages

Annual Deposit Interest Credit

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Statement Date: 01/19/2023
Account: 211005281400

TRIPLE CREEK CDD
TRIPLE CREEK TRACT D
RIVERVIEW, FL 33579-0000

Current month's charges:	\$1,036.58
Total amount due:	\$996.98
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$953.53
Payment(s) Received Since Last Statement	-\$953.53
Miscellaneous Credits	-\$39.60
Credit balance after payments and credits	-\$39.60
Current Month's Charges	\$1,036.58
Total Amount Due	\$996.98



**Save Energy.
Save Money.**

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005281400

Current month's charges:	\$1,036.58
Total amount due:	\$996.98
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727866

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

Budget Billing – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

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Energy Charge – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

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Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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Account: 211005281400
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK TRACT D, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	377 kWh @ \$0.03511/kWh	\$13.24
Fixture & Maintenance Charge	23 Fixtures	\$456.20
Lighting Pole / Wire	23 Poles	\$469.89
Lighting Fuel Charge	377 kWh @ \$0.04767/kWh	\$17.97
Storm Protection Charge	377 kWh @ \$0.01466/kWh	\$5.53
Clean Energy Transition Mechanism	377 kWh @ \$0.00036/kWh	\$0.14
Florida Gross Receipt Tax		\$0.95
State Tax		\$72.66

Lighting Charges

\$1,036.58

Total Current Month's Charges

\$1,036.58

Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$39.60

Total Current Month's Credits

-\$39.60

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005281640

TRIPLE CREEK CDD
TRIPLE CREEK TRACT A
RIVERVIEW, FL 33579-0000

Current month's charges:	\$1,905.05
Total amount due:	\$1,832.75
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,753.28
Payment(s) Received Since Last Statement	-\$1,753.28
Miscellaneous Credits	-\$72.30
Credit balance after payments and credits	-\$72.30
Current Month's Charges	\$1,905.05
Total Amount Due	\$1,832.75



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005281640

Current month's charges:	\$1,905.05
Total amount due:	\$1,832.75
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727867

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

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P.O. Box 31318
Tampa, FL 33631-3318

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P.O. Box 111
Tampa, FL 33601-0111

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Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

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Account: 211005281640
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK TRACT A, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	593 kWh @ \$0.03511/kWh	\$20.82
Fixture & Maintenance Charge	42 Fixtures	\$853.54
Lighting Pole / Wire	42 Poles	\$858.59
Lighting Fuel Charge	593 kWh @ \$0.04767/kWh	\$28.27
Storm Protection Charge	593 kWh @ \$0.01466/kWh	\$8.69
Clean Energy Transition Mechanism	593 kWh @ \$0.00036/kWh	\$0.21
Florida Gross Receipt Tax		\$1.49
State Tax		\$133.44

Lighting Charges **\$1,905.05**

Total Current Month's Charges **\$1,905.05**

Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$72.30

Total Current Month's Credits **-\$72.30**

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005281889

TRIPLE CREEK CDD
12113 TRIPLE CREEK BLVD
RIVERVIEW, FL 33579-0000

Current month's charges:	\$75.65
Total amount due:	\$73.19
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$83.40
Payment(s) Received Since Last Statement	-\$83.40
Miscellaneous Credits	-\$2.46
Credit balance after payments and credits	-\$2.46
Current Month's Charges	\$75.65
Total Amount Due	\$73.19



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005281889

Current month's charges:	\$75.65
Total amount due:	\$73.19
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727868

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: **211005281889**
 Statement Date: 01/19/2023
 Current month's charges due **02/09/2023**

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12113 TRIPLE CREEK BLVD, RIVERVIEW, FL 33579-0000

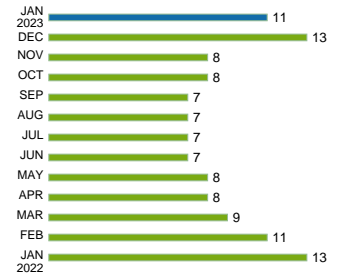
Rate Schedule: **General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000564776	01/12/2023	8,249		7,921		328 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	328 kWh @ \$0.07990/kWh	\$26.21
Fuel Charge	328 kWh @ \$0.04832/kWh	\$15.85
Storm Protection Charge	328 kWh @ \$0.00400/kWh	\$1.31
Clean Energy Transition Mechanism	328 kWh @ \$0.00427/kWh	\$1.40
Florida Gross Receipt Tax		\$1.74
Electric Service Cost		\$69.76
State Tax		\$5.89
Total Electric Cost, Local Fees and Taxes		\$75.65
Total Current Month's Charges		\$75.65

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric	-\$2.46
Total Current Month's Credits	-\$2.46

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005282127

TRIPLE CREEK CDD
11920 STREAMBED DR, CLBHS
RIVERVIEW, FL 33579-9315

Current month's charges:	\$796.88
Total amount due:	\$766.70
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$771.98
Payment(s) Received Since Last Statement	-\$771.98
Miscellaneous Credits	-\$30.18
Credit balance after payments and credits	-\$30.18
Current Month's Charges	\$796.88
Total Amount Due	\$766.70



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tampaelectric.com/bizsave

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005282127

Current month's charges:	\$796.88
Total amount due:	\$766.70
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727869

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
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Account: 211005282127
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 11920 STREAMBED DR, CLBHS, RIVERVIEW, FL 33579-9315

Rate Schedule: General Service Demand - Standard

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000755511	01/12/2023	75,546		67,597		7,949 kWh	1	31 Days
1000755511	01/12/2023	14.27		0		14.27 kW	1	31 Days

Daily Basic Service Charge	31 days @ \$1.08000	\$33.48
Billing Demand Charge	14 kW @ \$14.13000/kW	\$197.82
Energy Charge	7,949 kWh @ \$0.00736/kWh	\$58.50
Fuel Charge	7,949 kWh @ \$0.04832/kWh	\$384.10
Capacity Charge	14 kW @ -\$0.06000/kW	-\$0.84
Storm Protection Charge	14 kW @ \$0.62000/kW	\$8.68
Energy Conservation Charge	14 kW @ \$0.88000/kW	\$12.32
Environmental Cost Recovery	7,949 kWh @ \$0.00084/kWh	\$6.68
Clean Energy Transition Mechanism	14 kW @ \$1.12000/kW	\$15.68
Florida Gross Receipt Tax		\$18.37
Electric Service Cost		\$734.79
State Tax		\$62.09

Total Electric Cost, Local Fees and Taxes

\$796.88

Total Current Month's Charges

\$796.88

Miscellaneous Credits

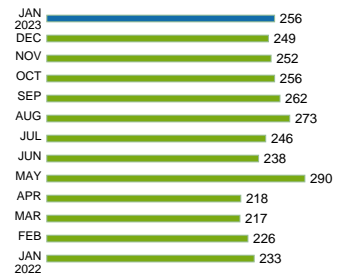
Interest for Cash Security Deposit - Electric -\$30.18

Total Current Month's Credits

-\$30.18

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Billing Demand

(Kilowatts)



Load Factor

(Percentage)



Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005282317

TRIPLE CREEK CDD
TRIPLE CREEK BLVD PH2
RIVERVIEW, FL 33579-0000

Current month's charges:	\$3,776.15
Total amount due:	\$3,738.50
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$3,457.40
Payment(s) Received Since Last Statement	-\$3,457.40
Miscellaneous Credits	-\$37.65
Credit balance after payments and credits	-\$37.65
Current Month's Charges	\$3,776.15
Total Amount Due	\$3,738.50



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005282317

Current month's charges:	\$3,776.15
Total amount due:	\$3,738.50
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727870

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

Budget Billing – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

Clean Energy Transition Mechanism (CETM) – A charge to recover costs associated with electric meter upgrades and the closing of certain coal generating plants to support Tampa Electric's transition to produce clean energy.

Energy Charge – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

Estimated – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your meter will be read next month, and any difference will be adjusted accordingly.

Florida Gross Receipts Tax – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. Utility companies collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax – A tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Share – A Tampa Electric program administered by the Salvation Army and the Catholic Charities Diocese of St. Petersburg that helps pay energy bills of customers in need. If you choose to contribute, your contribution is tax deductible and is matched by Tampa Electric.

Storm Protection Charge – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

Sun SelectSM – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

Zap Cap Systems[®] – Surge protection for your home or business sold separately as a non-energy charge.

For more information about your bill, please visit tampaelectric.com.

Your payment options are:

- Schedule free one-time or recurring payments at tecoaccount.com using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at an authorized Western Union payment location, which can be found at tampaelectric.com.
- Pay by credit card using KUBRA EZ-PAY at tecoaccount.com or by calling **866-689-6469**.
(A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

Please note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent of Tampa Electric. You bear the risk that this unauthorized party will not relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Account: 211005282317
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK BLVD PH2, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	2452 kWh @ \$0.03511/kWh	\$86.09
Fixture & Maintenance Charge	87 Fixtures	\$1444.84
Lighting Pole / Wire	68 Poles	\$1819.73
Lighting Fuel Charge	2452 kWh @ \$0.04767/kWh	\$116.89
Storm Protection Charge	2452 kWh @ \$0.01466/kWh	\$35.95
Clean Energy Transition Mechanism	2452 kWh @ \$0.00036/kWh	\$0.88
Florida Gross Receipt Tax		\$6.15
State Tax		\$265.62

Lighting Charges

\$3,776.15

Total Current Month's Charges

\$3,776.15

Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$37.65

Total Current Month's Credits

-\$37.65

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005282515

TRIPLE CREEK CDD
TRIPLE CRK PH2
RIVERVIEW, FL 33579-0000

Current month's charges:	\$9,092.02
Total amount due:	\$9,038.62
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$8,373.57
Payment(s) Received Since Last Statement	-\$8,373.57
Miscellaneous Credits	-\$53.40
Credit balance after payments and credits	-\$53.40
Current Month's Charges	\$9,092.02
Total Amount Due	\$9,038.62



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005282515

Current month's charges:	\$9,092.02
Total amount due:	\$9,038.62
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727871

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

Budget Billing – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

Clean Energy Transition Mechanism (CETM) – A charge to recover costs associated with electric meter upgrades and the closing of certain coal generating plants to support Tampa Electric's transition to produce clean energy.

Energy Charge – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

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Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Share – A Tampa Electric program administered by the Salvation Army and the Catholic Charities Diocese of St. Petersburg that helps pay energy bills of customers in need. If you choose to contribute, your contribution is tax deductible and is matched by Tampa Electric.

Storm Protection Charge – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

Sun SelectSM – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

Zap Cap Systems[®] – Surge protection for your home or business sold separately as a non-energy charge.

For more information about your bill, please visit tampaelectric.com.

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- Pay by credit card using KUBRA EZ-PAY at tecoaccount.com or by calling **866-689-6469**.
(A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

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Account: 211005282515
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CRK PH2, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	2835 kWh @ \$0.03511/kWh	\$99.54
Fixture & Maintenance Charge	199 Fixtures	\$4061.07
Lighting Pole / Wire	199 Poles	\$4154.61
Lighting Fuel Charge	2835 kWh @ \$0.04767/kWh	\$135.14
Storm Protection Charge	2835 kWh @ \$0.01466/kWh	\$41.56
Clean Energy Transition Mechanism	2835 kWh @ \$0.00036/kWh	\$1.02
Florida Gross Receipt Tax		\$7.11
State Tax		\$591.97

Lighting Charges

\$9,092.02

Total Current Month's Charges

\$9,092.02

Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$53.40

Total Current Month's Credits

-\$53.40

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211005282705

TRIPLE CREEK CDD
TRIPLE CRK, PH C
RIVERVIEW, FL 33579-0000

Current month's charges:	\$1,046.20
Total amount due:	\$1,006.60
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$962.89
Payment(s) Received Since Last Statement	-\$962.89
Miscellaneous Credits	-\$39.60
Credit balance after payments and credits	-\$39.60
Current Month's Charges	\$1,046.20
Total Amount Due	\$1,006.60



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



SCAM ALERT!

Scammers are calling. Don't be a victim.

- Scammers can alter caller ID numbers to make it look like TECO is calling.
- We will never ask you to purchase a prepaid card or download a payment app.
- **Know what you owe.** Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up.

To learn more, or to report a scam, visit tampaelectric.com/scam

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005282705

Current month's charges:	\$1,046.20
Total amount due:	\$1,006.60
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914727872

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Florida State Tax – A tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

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Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Share – A Tampa Electric program administered by the Salvation Army and the Catholic Charities Diocese of St. Petersburg that helps pay energy bills of customers in need. If you choose to contribute, your contribution is tax deductible and is matched by Tampa Electric.

Storm Protection Charge – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

Sun SelectSM – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

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For more information about your bill, please visit tampaelectric.com.

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- Pay by credit card using KUBRA EZ-PAY at tecoaccount.com or by calling **866-689-6469**.
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Account: **211005282705**
 Statement Date: 01/19/2023
 Current month's charges due **02/09/2023**

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CRK, PH C, RIVERVIEW, FL 33579-0000

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	322 kWh @ \$0.03511/kWh	\$11.31
Fixture & Maintenance Charge	23 Fixtures	\$469.66
Lighting Pole / Wire	23 Poles	\$470.95
Lighting Fuel Charge	322 kWh @ \$0.04767/kWh	\$15.35
Storm Protection Charge	322 kWh @ \$0.01466/kWh	\$4.72
Clean Energy Transition Mechanism	322 kWh @ \$0.00036/kWh	\$0.12
Florida Gross Receipt Tax		\$0.81
State Tax		\$73.28

Lighting Charges

\$1,046.20

Total Current Month's Charges

\$1,046.20

Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$39.60

Total Current Month's Credits

-\$39.60

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211017442784

TRIPLE CREEK CDD
12799 HAMMOCK PARK DR, IRR
RIVERVIEW, FL 33579

Current month's charges:	\$123.38
Total amount due:	\$119.41
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$128.67
Payment(s) Received Since Last Statement	-\$128.67
Miscellaneous Credits	-\$3.97
Credit balance after payments and credits	-\$3.97
Current Month's Charges	\$123.38
Total Amount Due	\$119.41



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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SCAM ALERT!

Scammers are calling. Don't be a victim.

- Scammers can alter caller ID numbers to make it look like TECO is calling.
- We will never ask you to purchase a prepaid card or download a payment app.
- **Know what you owe.** Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up.

To learn more, or to report a scam, visit tampaelectric.com/scam

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.

WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211017442784

Current month's charges:	\$123.38
Total amount due:	\$119.41
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

661260343786

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Energy Charge – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

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Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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- Pay in person at an authorized Western Union payment location, which can be found at tampaelectric.com.
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Account: 211017442784
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12799 HAMMOCK PARK DR, IRR, RIVERVIEW, FL 33579

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000566652	01/12/2023	32,511		31,800		711 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	711 kWh @ \$0.07990/kWh	\$56.81
Fuel Charge	711 kWh @ \$0.04832/kWh	\$34.36
Storm Protection Charge	711 kWh @ \$0.00400/kWh	\$2.84
Clean Energy Transition Mechanism	711 kWh @ \$0.00427/kWh	\$3.04
Florida Gross Receipt Tax		\$3.08

Electric Service Cost

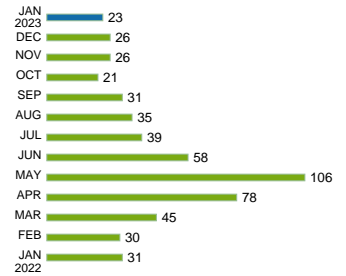
\$123.38

Total Current Month's Charges

\$123.38

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$3.97

Total Current Month's Credits

-\$3.97

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211017442826

TRIPLE CREEK CDD
12409 BIG BEND RD, WELL
RIVERVIEW, FL 33579-6914

Current month's charges:	\$64.57
Total amount due:	\$61.00
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$65.89
Payment(s) Received Since Last Statement	-\$65.89
Miscellaneous Credits	-\$3.57
Credit balance after payments and credits	-\$3.57
Current Month's Charges	\$64.57
Total Amount Due	\$61.00

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211017442826

Current month's charges:	\$64.57
Total amount due:	\$61.00
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

661260343787

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

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Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

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Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

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Account: 211017442826
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12409 BIG BEND RD, WELL, RIVERVIEW, FL 33579-6914

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000552990	01/12/2023	11,179		10,888		291 kWh	1	31 Days

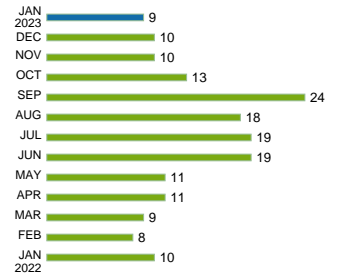
Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	291 kWh @ \$0.07990/kWh	\$23.25
Fuel Charge	291 kWh @ \$0.04832/kWh	\$14.06
Storm Protection Charge	291 kWh @ \$0.00400/kWh	\$1.16
Clean Energy Transition Mechanism	291 kWh @ \$0.00427/kWh	\$1.24
Florida Gross Receipt Tax		\$1.61
Electric Service Cost		\$64.57

Total Current Month's Charges

\$64.57

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$3.57

Total Current Month's Credits

-\$3.57

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 211025638753

TRIPLE CREEK CDD
13013 TWIN BRIDGES DR, PMP
RIVERVIEW, FL 33578

Current month's charges:	\$89.18
Total amount due:	\$89.18
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$100.92
Payment(s) Received Since Last Statement	-\$100.92
Current Month's Charges	\$89.18
Total Amount Due	\$89.18



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211025638753

Current month's charges:	\$89.18
Total amount due:	\$89.18
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

651383848083

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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Tampa Electric
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Tampa, FL 33601-0111

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Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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ACCOUNT INVOICE

tampaelectric.com



Account: **211025638753**
 Statement Date: 01/19/2023
 Current month's charges due **02/09/2023**

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 13013 TWIN BRIDGES DR, PMP, RIVERVIEW, FL 33578

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000849833	01/12/2023	5,315		4,898		417 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	417 kWh @ \$0.07990/kWh	\$33.32
Fuel Charge	417 kWh @ \$0.04832/kWh	\$20.15
Storm Protection Charge	417 kWh @ \$0.00400/kWh	\$1.67
Clean Energy Transition Mechanism	417 kWh @ \$0.00427/kWh	\$1.78
Florida Gross Receipt Tax		\$2.06
Electric Service Cost		\$82.23
State Tax		\$6.95

Total Electric Cost, Local Fees and Taxes

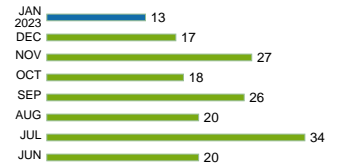
\$89.18

Total Current Month's Charges

\$89.18

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Statement Date: 01/19/2023
Account: 221003452580

TRIPLE CREEK CDD
13323 WILDFLOWER MEADOW DR
RIVERVIEW, FL 33578

Current month's charges:	\$38.96
Total amount due:	\$35.39
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$76.54
Payment(s) Received Since Last Statement	-\$76.54
Miscellaneous Credits	-\$3.57
Credit balance after payments and credits	-\$3.57
Current Month's Charges	\$38.96
Total Amount Due	\$35.39



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Save Money.**

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tampaelectric.com/bizsave

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003452580

Current month's charges:	\$38.96
Total amount due:	\$35.39
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

676075101509

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

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Account: 221003452580
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 13323 WILDFLOWER MEADOW DR, RIVERVIEW, FL 33578

Rate Schedule: General Service - Non Demand

Meter Location: WELL

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000494332	01/12/2023	11,656		11,548		108 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	108 kWh @ \$0.07990/kWh	\$8.63
Fuel Charge	108 kWh @ \$0.04832/kWh	\$5.22
Storm Protection Charge	108 kWh @ \$0.00400/kWh	\$0.43
Clean Energy Transition Mechanism	108 kWh @ \$0.00427/kWh	\$0.46
Florida Gross Receipt Tax		\$0.97

Electric Service Cost

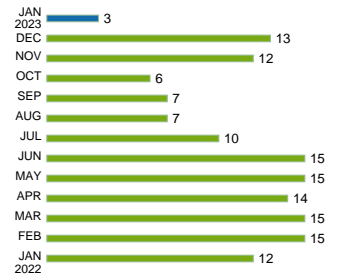
\$38.96

Total Current Month's Charges

\$38.96

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$3.57

Total Current Month's Credits

-\$3.57

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 221003469352

TRIPLE CREEK CDD
13427 DORADO SHORES AVE
RIVERVIEW, FL 33579

Current month's charges:	\$42.61
Total amount due:	\$36.46
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$151.93
Payment(s) Received Since Last Statement	-\$151.93
Miscellaneous Credits	-\$6.15
Credit balance after payments and credits	-\$6.15
Current Month's Charges	\$42.61
Total Amount Due	\$36.46



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Save Money.**

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tampaelectric.com/bizsave

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003469352

Current month's charges:	\$42.61
Total amount due:	\$36.46
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

676075101510

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

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P.O. Box 31318
Tampa, FL 33631-3318

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Tampa Electric
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Tampa, FL 33601-0111

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Account: 221003469352
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 13427 DORADO SHORES AVE, RIVERVIEW, FL 33579

Rate Schedule: General Service - Non Demand

Meter Location: WELL

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000851140	01/12/2023	13,176		13,042		134 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	134 kWh @ \$0.07990/kWh	\$10.71
Fuel Charge	134 kWh @ \$0.04832/kWh	\$6.47
Storm Protection Charge	134 kWh @ \$0.00400/kWh	\$0.54
Clean Energy Transition Mechanism	134 kWh @ \$0.00427/kWh	\$0.57
Florida Gross Receipt Tax		\$1.07

Electric Service Cost

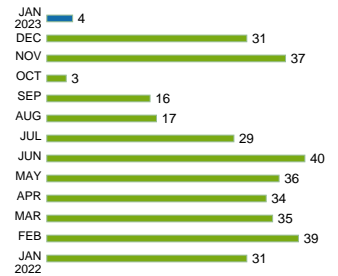
\$42.61

Total Current Month's Charges

\$42.61

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$6.15

Total Current Month's Credits

-\$6.15

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 221005700036

TRIPLE CREEK CDD
12791 TRIPLE CREEK BLVD E
RIVERVIEW, FL 33579

Current month's charges:	\$25.38
Total amount due:	\$24.21
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$26.86
Payment(s) Received Since Last Statement	-\$26.86
Miscellaneous Credits	-\$1.17
Credit balance after payments and credits	-\$1.17
Current Month's Charges	\$25.38
Total Amount Due	\$24.21



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.

WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221005700036

Current month's charges:	\$25.38
Total amount due:	\$24.21
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

619285177802

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
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813-275-3909

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TECO
P.O. Box 31318
Tampa, FL 33631-3318

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Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: 221005700036
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12791 TRIPLE CREEK BLVD E, RIVERVIEW, FL 33579

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000779867	01/12/2023	400		389		11 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	11 kWh @ \$0.07990/kWh	\$0.88
Fuel Charge	11 kWh @ \$0.04832/kWh	\$0.53
Storm Protection Charge	11 kWh @ \$0.00400/kWh	\$0.04
Clean Energy Transition Mechanism	11 kWh @ \$0.00427/kWh	\$0.05
Florida Gross Receipt Tax		\$0.63

Electric Service Cost

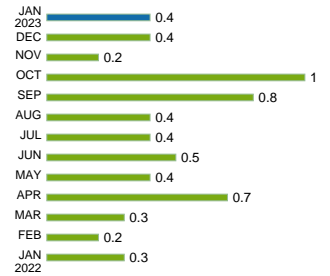
\$25.38

Total Current Month's Charges

\$25.38

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$1.17

Total Current Month's Credits

-\$1.17

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 221006430211

TRIPLE CREEK CDD
13013 BOGGY CREEK DR, AMENITY
RIVERVIEW, FL 33579

Current month's charges:	\$2,221.08
Total amount due:	\$2,084.70
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$2,401.48
Payment(s) Received Since Last Statement	-\$2,401.48
Miscellaneous Credits	-\$136.38
Credit balance after payments and credits	-\$136.38
Current Month's Charges	\$2,221.08
Total Amount Due	\$2,084.70



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221006430211

Current month's charges:	\$2,221.08
Total amount due:	\$2,084.70
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

650149303451

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

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Account: 221006430211
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 13013 BOGGY CREEK DR, AMENITY, RIVERVIEW, FL 33579

Rate Schedule: General Service Demand - Standard

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000763657	01/12/2023	20,738		20,105		25,320 kWh	40.0000	31 Days
1000763657	01/12/2023	1.06		0		42.24 kW	40.0000	31 Days

Daily Basic Service Charge	31 days @ \$1.08000	\$33.48
Billing Demand Charge	42 kW @ \$14.13000/kW	\$593.46
Energy Charge	25,320 kWh @ \$0.00736/kWh	\$186.36
Fuel Charge	25,320 kWh @ \$0.04832/kWh	\$1,223.46
Capacity Charge	42 kW @ -\$0.06000/kW	-\$2.52
Storm Protection Charge	42 kW @ \$0.62000/kW	\$26.04
Energy Conservation Charge	42 kW @ \$0.88000/kW	\$36.96
Environmental Cost Recovery	25,320 kWh @ \$0.00084/kWh	\$21.27
Clean Energy Transition Mechanism	42 kW @ \$1.12000/kW	\$47.04
Florida Gross Receipt Tax		\$55.53

Electric Service Cost

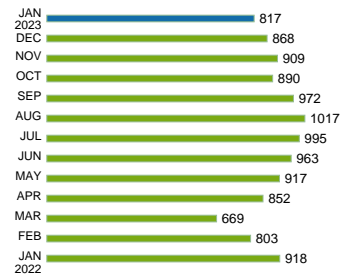
\$2,221.08

Total Current Month's Charges

\$2,221.08

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Billing Demand

(Kilowatts)



Load Factor

(Percentage)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric

-\$136.38

Total Current Month's Credits

-\$136.38

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 221007538566

TRIPLE CREEK CDD
13221 JETER CREEK DR, IRR
RIVERVIEW, FL 33579

Current month's charges:	\$47.51
Total amount due:	\$45.65
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$46.55
Payment(s) Received Since Last Statement	-\$46.55
Miscellaneous Credits	-\$1.86
Credit balance after payments and credits	-\$1.86
Current Month's Charges	\$47.51
Total Amount Due	\$45.65



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007538566

Current month's charges:	\$47.51
Total amount due:	\$45.65
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

609408665870

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

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Account: **221007538566**
 Statement Date: 01/19/2023
 Current month's charges due **02/09/2023**

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 13221 JETER CREEK DR, IRR, RIVERVIEW, FL 33579

Rate Schedule: **General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000494333	01/12/2023	3,826		3,657		169 kWh	1	31 Days

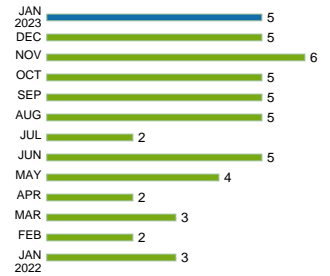
Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	169 kWh @ \$0.07990/kWh	\$13.50
Fuel Charge	169 kWh @ \$0.04832/kWh	\$8.17
Storm Protection Charge	169 kWh @ \$0.00400/kWh	\$0.68
Clean Energy Transition Mechanism	169 kWh @ \$0.00427/kWh	\$0.72
Florida Gross Receipt Tax		\$1.19
Electric Service Cost		\$47.51

Total Current Month's Charges

\$47.51

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$1.86

Total Current Month's Credits

-\$1.86

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.

Statement Date: 01/19/2023
Account: 221007556022

TRIPLE CREEK CDD
12908 HAMMOCK PARK DR, IRR
RIVERVIEW, FL 33579

Current month's charges:	\$94.40
Total amount due:	\$92.08
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$98.93
Payment(s) Received Since Last Statement	-\$98.93
Miscellaneous Credits	-\$2.32
Credit balance after payments and credits	-\$2.32
Current Month's Charges	\$94.40
Total Amount Due	\$92.08

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007556022

Current month's charges:	\$94.40
Total amount due:	\$92.08
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

609408665871

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

Budget Billing – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

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Energy Charge – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

Estimated – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your meter will be read next month, and any difference will be adjusted accordingly.

Florida Gross Receipts Tax – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. Utility companies collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax – A tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

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Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

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- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at an authorized Western Union payment location, which can be found at tampaelectric.com.
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Account: 221007556022
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12908 HAMMOCK PARK DR, IRR, RIVERVIEW, FL 33579

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000852044	01/12/2023	7,897		7,393		504 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	504 kWh @ \$0.07990/kWh	\$40.27
Fuel Charge	504 kWh @ \$0.04832/kWh	\$24.35
Storm Protection Charge	504 kWh @ \$0.00400/kWh	\$2.02
Clean Energy Transition Mechanism	504 kWh @ \$0.00427/kWh	\$2.15
Florida Gross Receipt Tax		\$2.36

Electric Service Cost

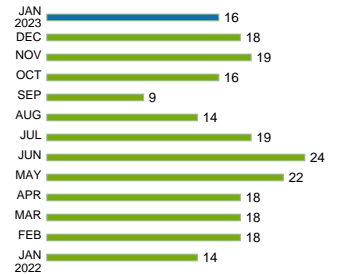
\$94.40

Total Current Month's Charges

\$94.40

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Miscellaneous Credits

Interest for Cash Security Deposit - Electric -\$2.32

Total Current Month's Credits

-\$2.32

Important Messages

Annual Deposit Interest Credit

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Statement Date: 01/19/2023
Account: 221007595400

TRIPLE CREEK CDD
TRIPLE CREEK VILLAGE 1, LIGHTS
RIVERVIEW, FL 33579

Current month's charges:	\$3,009.45
Total amount due:	\$3,009.45
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$2,769.88
Payment(s) Received Since Last Statement	-\$2,769.88
Current Month's Charges	\$3,009.45
Total Amount Due	\$3,009.45



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

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SCAM ALERT!

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- **Know what you owe.** Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up.

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007595400

Current month's charges:	\$3,009.45
Total amount due:	\$3,009.45
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

614346922377

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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813-275-3909

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TECO
P.O. Box 31318
Tampa, FL 33631-3318

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Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: 221007595400
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK VILLAGE 1, LIGHTS, RIVERVIEW, FL 33579

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	994 kWh @ \$0.03511/kWh	\$34.90
Fixture & Maintenance Charge	71 Fixtures	\$1449.82
Lighting Pole / Wire	68 Poles	\$1445.77
Bracket & Maintenance Charge	3 PT Brackets	\$14.16
Lighting Fuel Charge	994 kWh @ \$0.04767/kWh	\$47.38
Storm Protection Charge	994 kWh @ \$0.01466/kWh	\$14.57
Clean Energy Transition Mechanism	994 kWh @ \$0.00036/kWh	\$0.36
Florida Gross Receipt Tax		\$2.49

Lighting Charges

\$3,009.45

Total Current Month's Charges

\$3,009.45

Statement Date: 01/19/2023
Account: 221007664917

TRIPLE CREEK CDD
WILDFLOWER MEADOW DR, LIGHTS
RIVERVIEW, FL 33578

Current month's charges:	\$1,540.24
Total amount due:	\$1,540.24
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,417.70
Payment(s) Received Since Last Statement	-\$1,417.70
Current Month's Charges	\$1,540.24
Total Amount Due	\$1,540.24



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007664917

Current month's charges:	\$1,540.24
Total amount due:	\$1,540.24
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

614346922378

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

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Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

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Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

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Account: 221007664917
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: WILDFLOWER MEADOW DR, LIGHTS, RIVERVIEW, FL 33578

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	504 kWh @ \$0.03511/kWh	\$17.70
Fixture & Maintenance Charge	36 Fixtures	\$735.12
Lighting Pole / Wire	36 Poles	\$754.56
Lighting Fuel Charge	504 kWh @ \$0.04767/kWh	\$24.03
Storm Protection Charge	504 kWh @ \$0.01466/kWh	\$7.39
Clean Energy Transition Mechanism	504 kWh @ \$0.00036/kWh	\$0.18
Florida Gross Receipt Tax		\$1.26

Lighting Charges

\$1,540.24

Total Current Month's Charges

\$1,540.24

Statement Date: 01/19/2023
Account: 221007991005

TRIPLE CREEK CDD
12950 BRISBANE PL, WELL
RIVERVIEW, FL 33579

Current month's charges:	\$27.91
Total amount due:	-\$140.72
CREDIT -	DO NOT PAY

Your Account Summary

Previous Amount Due	-\$168.63
Payment(s) Received Since Last Statement	\$0.00
Credit balance after payments and credits	-\$168.63
Current Month's Charges	\$27.91
Total Amount Due	-\$140.72

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007991005

Current month's charges:	\$27.91
Total amount due:	-\$140.72
CREDIT -	DO NOT PAY
Amount Enclosed	\$ _____

646445607706

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
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Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Account: **221007991005**
 Statement Date: 01/19/2023
Current month's charges due DO NOT PAY

Details of Charges – Service from 12/15/2022 to 01/12/2023

Service for: 12950 BRISBANE PL, WELL, RIVERVIEW, FL 33579

Rate Schedule: **General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000492541	01/12/2023	16,316		16,276		40 kWh	1	29 Days

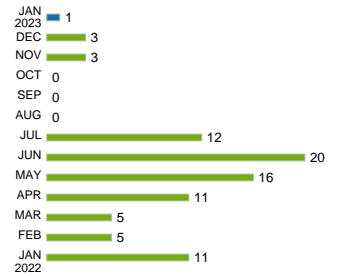
Daily Basic Service Charge	29 days @ \$0.75000	\$21.75
Energy Charge	40 kWh @ \$0.07990/kWh	\$3.20
Fuel Charge	40 kWh @ \$0.04832/kWh	\$1.93
Storm Protection Charge	40 kWh @ \$0.00400/kWh	\$0.16
Clean Energy Transition Mechanism	40 kWh @ \$0.00427/kWh	\$0.17
Florida Gross Receipt Tax		\$0.70
Electric Service Cost		\$27.91

Total Current Month's Charges

\$27.91

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Statement Date: 01/19/2023
Account: 221008186548

TRIPLE CREEK CDD
0 TRIPLE CREEK VILLAGE PH 3
RIVERVIEW, FL 33579

Current month's charges:	\$2,060.74
Total amount due:	\$2,060.74
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,893.29
Payment(s) Received Since Last Statement	-\$1,893.29
Current Month's Charges	\$2,060.74
Total Amount Due	\$2,060.74



**Save Energy.
Save Money.**

It's never been easier with help from our many rebate programs for business.

tampaelectric.com/bizsave

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008186548

Current month's charges:	\$2,060.74
Total amount due:	\$2,060.74
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

678544221229

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Power Outages Toll-Free

877-588-1010

Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

Budget Billing – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

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Franchise Fee – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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Sun to GoSM – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

Zap Cap Systems[®] – Surge protection for your home or business sold separately as a non-energy charge.

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Account: 221008186548
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 0 TRIPLE CREEK VILLAGE PH 3, RIVERVIEW, FL 33579

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	888 kWh @ \$0.03511/kWh	\$31.18
Fixture & Maintenance Charge	47 Fixtures	\$873.84
Lighting Pole / Wire	47 Poles	\$1097.82
Lighting Fuel Charge	888 kWh @ \$0.04767/kWh	\$42.33
Storm Protection Charge	888 kWh @ \$0.01466/kWh	\$13.02
Clean Energy Transition Mechanism	888 kWh @ \$0.00036/kWh	\$0.32
Florida Gross Receipt Tax		\$2.23
Lighting Charges		\$2,060.74

Total Current Month's Charges **\$2,060.74**

Statement Date: 01/19/2023
Account: 221008211213

TRIPLE CREEK CDD
TRIPLE CREEK VILLAGE M
RIVERVIEW, FL 33579

Current month's charges:	\$1,711.37
Total amount due:	\$1,711.37
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,575.23
Payment(s) Received Since Last Statement	-\$1,575.23
Current Month's Charges	\$1,711.37
Total Amount Due	\$1,711.37



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008211213

Current month's charges:	\$1,711.37
Total amount due:	\$1,711.37
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

678544221230

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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877-588-1010

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813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

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Bright ChoicesSM – The associated fees and charges for leased outdoor lighting services.

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Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

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Account: 221008211213
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK VILLAGE M, RIVERVIEW, FL 33579

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	560 kWh @ \$0.03511/kWh	\$19.66
Fixture & Maintenance Charge	40 Fixtures	\$816.80
Lighting Pole / Wire	40 Poles	\$838.40
Lighting Fuel Charge	560 kWh @ \$0.04767/kWh	\$26.70
Storm Protection Charge	560 kWh @ \$0.01466/kWh	\$8.21
Clean Energy Transition Mechanism	560 kWh @ \$0.00036/kWh	\$0.20
Florida Gross Receipt Tax		\$1.40

Lighting Charges

\$1,711.37

Total Current Month's Charges

\$1,711.37

Statement Date: 01/19/2023
Account: 221008241392

TRIPLE CREEK CDD
TRIPLE CREEK VILLAGE H
RIVERVIEW, FL 33579

Current month's charges:	\$2,139.22
Total amount due:	\$2,139.22
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$1,969.04
Payment(s) Received Since Last Statement	-\$1,969.04
Current Month's Charges	\$2,139.22
Total Amount Due	\$2,139.22



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008241392

Current month's charges:	\$2,139.22
Total amount due:	\$2,139.22
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

678544221231

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

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Energy-Saving Programs

813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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ACCOUNT INVOICE

tampaelectric.com



Account: 221008241392
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: TRIPLE CREEK VILLAGE H, RIVERVIEW, FL 33579

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	700 kWh @ \$0.03511/kWh	\$24.58
Fixture & Maintenance Charge	50 Fixtures	\$1021.00
Lighting Pole / Wire	50 Poles	\$1048.00
Lighting Fuel Charge	700 kWh @ \$0.04767/kWh	\$33.37
Storm Protection Charge	700 kWh @ \$0.01466/kWh	\$10.26
Clean Energy Transition Mechanism	700 kWh @ \$0.00036/kWh	\$0.25
Florida Gross Receipt Tax		\$1.76

Lighting Charges

\$2,139.22

Total Current Month's Charges

\$2,139.22

Statement Date: 01/19/2023
Account: 221008613442

TRIPLE CREEK CDD
12809 BOGGY CREEK DR, PMP
RIVERVIEW, FL 33579

Current month's charges:	\$164.78
Total amount due:	\$164.78
Payment Due By:	02/09/2023

Your Account Summary

Previous Amount Due	\$176.71
Payment(s) Received Since Last Statement	-\$176.71
Current Month's Charges	\$164.78
Total Amount Due	\$164.78



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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008613442

Current month's charges:	\$164.78
Total amount due:	\$164.78
Payment Due By:	02/09/2023
Amount Enclosed	\$ _____

648914729049

TRIPLE CREEK CDD
250 INTERNATIONAL PKWY, STE 280
LAKE MARY, FL 32746-5018

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
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888-223-0800 (All other counties)

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866-832-6249

Hearing Impaired/TTY

711

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813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

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Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It's important that you pay your bill before this date to avoid interruption of service.

Zap Cap Systems[®] – Surge protection for your home or business sold separately as a non-energy charge.

For more information about your bill, please visit tampaelectric.com.

Your payment options are:

- Schedule free one-time or recurring payments at tecoaccount.com using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at an authorized Western Union payment location, which can be found at tampaelectric.com.
- Pay by credit card using KUBRA EZ-PAY at tecoaccount.com or by calling **866-689-6469**.
(A convenience fee will be charged to your bank account or credit card.)

When making your payment, please have your bill or account number available.

Please note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent of Tampa Electric. You bear the risk that this unauthorized party will not relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



ACCOUNT INVOICE

tampaelectric.com



Account: 221008613442
Statement Date: 01/19/2023
Current month's charges due 02/09/2023

Details of Charges – Service from 12/13/2022 to 01/12/2023

Service for: 12809 BOGGY CREEK DR, PMP, RIVERVIEW, FL 33579

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000666203	01/12/2023	10,398		9,483		915 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	915 kWh @ \$0.07990/kWh	\$73.11
Fuel Charge	915 kWh @ \$0.04832/kWh	\$44.21
Storm Protection Charge	915 kWh @ \$0.00400/kWh	\$3.66
Clean Energy Transition Mechanism	915 kWh @ \$0.00427/kWh	\$3.91
Florida Gross Receipt Tax		\$3.80
Electric Service Cost		\$151.94
State Tax		\$12.84

Total Electric Cost, Local Fees and Taxes

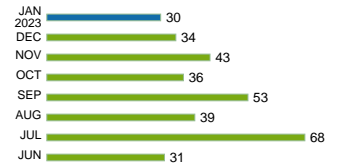
\$164.78

Total Current Month's Charges

\$164.78

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)





DOR 76



BNY MELLON

The Bank of New York Mellon
Trust Company, N.A.

INVOICE

RECEIVED
FEB 20 2023

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Rizzetta & Co. c/o Triple Creek CDD
Attn: Accounting Services
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Invoice Number: 252-2530204
Account Number: TRIPLECRK17A
Invoice Date: 14-Feb-23
Cycle Date: 14-Feb-23
Administrator: Caroline Cowart
Phone Number: 904-645-1919
Currency: USD

Triple Creek Community Development District, Series 2017

	Quantity	Rate	Proration	Subtotal	Total
Flat					
Administration Fee					4,000.00
For the period: February 14, 2023 to February 13, 2024					

Invoice Total:	4,000.00
Satisfied To Date:	0.00
Balance Due:	4,000.00

Terms: Payable upon receipt. Please reference the invoice and account number with your remittance. Our Tax ID Number is 95-3571558. Please fax Taxpayer Certification requests to (732) 667-9576. The Bank of New York Mellon Trust Company, N.A is located at 400 South Hope Street - Suite 400, Los Angeles, CA 90071

RECEIVED
02/20/23

Check Payment Instructions:
The Bank of New York Mellon
Corporate Trust Department
P.O. Box 392013
Pittsburgh, PA 15251-9013
Please enclose billing stub.

Wire and ACH Payment Instructions:
The Bank of New York Mellon
ABA Number: 021000018
Account Number: 8901245259
Account Name: BNY Mellon - Fee Billing Wire Fees
Please reference Invoice Number: 252-2530204

Billing Stub

Triple Creek Community Development District, Series 2017

Invoice Number: 252-2530204
Account Number: TRIPLECRK17A
Invoice Date: 14-Feb-23
Cycle Date: 14-Feb-23
Administrator: Caroline Cowart
Phone Number: 904-645-1919
Amount: 4,000.00 USD

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VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

Mr. Joe Roethke
Triple Creek CDD c/o Rizzetta
& Company
3434 Colwell Ave. Suite 200
Tampa, FL 33614 USA

INVOICE # 4769

DATE 02/02/2023

DUE DATE 02/02/2023

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:CDD Community Care Sites - Maintenance CDD Updates as needed	1	75.00	75.00

You may pay online via CCN or ACH or mail a check payable to "VGlobalTech" at the above address.

BALANCE DUE

\$75.00
RECEIVED
02/02/23