

RESOLUTION NO. 2016-06

A RESOLUTION OF K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF AND AWARDING THE SALE OF ITS \$4,700,000 PRINCIPAL AMOUNT OF K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016 TO THE BANK OF TAMPA FOR THE PURPOSE OF REFUNDING ALL OF THE OUTSTANDING K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2006; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE THIRD SUPPLEMENTAL TRUST INDENTURE AND APPROVING U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE THEREUNDER; APPROVING THE FORM OF SAID SERIES 2016 BONDS; CALLING SAID SERIES 2006 BONDS TO BE REFUNDED FOR EARLY REDEMPTION; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION, AS ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICIALS OF K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2016 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2016 BONDS; DESIGNATING SAID SERIES 2016 BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER SECTION 265(b)(3)(B) OF THE INTERNAL REVENUE CODE OF 1986; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-Bar Ranch Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act"), particularly Section 190.016(7), and the Master Indenture (as hereinafter defined) to issue its bonds for the purpose of refunding outstanding bonds of the District; and

WHEREAS, the District issued its Special Assessment Bonds, Series 2006 (the "Series 2006 Bonds") to provide the District funds for the planning, acquisition, construction, equipping and installation of water management control, sewer and wastewater management, roadway improvements, landscape/hardscape improvements, undergrounding of utilities, water supply improvements and other public infrastructure improvements, and related incidental costs, all for the special benefit of certain residents of the District; and

WHEREAS, the District 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 District and specially benefited by the assessable improvements financed with certain proceeds of the District's Series 2006 Bonds; and

WHEREAS, the District now desires to authorize the issuance of and award the sale of its Special Assessment Refunding Bonds, Series 2016 in a principal amount of \$4,700,000 (the "Series 2016 Bonds") in order to refinance the Outstanding Series 2006 Bonds in order to provide debt service savings, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2016 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from The Bank of Tampa (the "Purchaser") a commitment letter attached hereto for the purchase of the Series 2016 Bonds and the Board has determined that acceptance of such proposal and the sale of the Series 2016 Bonds to the Purchaser is in the best interest of the District for the reasons hereafter indicated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined). The District's Outstanding Special Assessment Bonds, Series 2006 are referred to as the "Refunded Bonds."

SECTION 2. Authorization. There is hereby authorized to be issued \$4,700,000 principal amount of Series 2016 Bonds. The Series 2016 Bonds shall bear an interest rate of 4.00% per annum, shall mature on May 1, 2036 and shall have such other provisions as set forth in the commitment letter attached hereto and the Supplemental Indenture (as defined below). The Series 2016 Bonds shall be issued under and secured by that Master Trust Indenture dated as of September 1, 2006 (the "Master Indenture") as supplemented by that Third Supplemental Trust Indenture dated as of April 1, 2016 (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture referred to collectively as the "Indenture"). The proceeds of the Series 2016 Bonds shall be used for the purposes set forth in the Supplemental Indenture.

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

SECTION 4. Negotiated Sale. The District has solicited proposals from qualified financial institutions for a refunding of the Refunded Bonds. Due to the present volatility of the market for municipal debt, it is in the best interest of the District to issue the Series 2016 Bonds by negotiated sale, allowing the District to issue the Series 2016 Bonds at the most advantageous

time, rather than a specified advertised future date, thereby allowing the District to obtain the best possible price, interest rate and other terms for the Series 2016 Bonds, and accordingly, the Board finds and determines that it is in the best financial interest of the District that a negotiated sale of the Series 2016 Bonds to the Purchaser be authorized.

SECTION 5. Form of Series 2016 Bonds. The Series 2016 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 2016 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2016 Bonds by such officials.

SECTION 6. Early Redemption of Refunded Bonds. Subject to delivery of the Series 2016 Bonds, all of the then Outstanding Refunded Bonds are hereby irrevocably called for redemption on the date set forth in the Escrow Deposit Agreement (hereinafter defined) at the redemption price of 100% of the principal amount of such Refunded Bonds together with accrued interest to the redemption date.

SECTION 7. Approval of Escrow Deposit Agreement. The Escrow Deposit Agreement, pursuant to which certain proceeds of the Series 2016 Bonds and other legally available moneys of the District will be deposited to provide for the refunding and defeasance of the Refunded Bonds, is hereby approved in substantially the form attached hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Agreement on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Escrow Agent under the Escrow Deposit Agreement.

SECTION 8. Compliance with Section 190.016(7), Florida Statutes. The District hereby finds that the refunding of the Refunded Bonds as described herein and in the Supplemental Indenture complies with Section 190.016(7), Florida Statutes in that the issuance of the Series 2016 Bonds is advantageous to the District in that it provides debt service savings.

SECTION 9. Open Meetings. It is hereby found and determined that all official acts of the Board concerning and relating to the issuance, sale, and delivery of the Series 2016 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 10. Other Actions. The Chair, the Vice Chair, the Secretary and any Assistant Secretary of the District, and any authorized designee thereof (collectively, the "District Officers"), Bryant Miller Olive P.A., as Bond Counsel and Straley & Robin, Counsel to the District, and any other consultant or experts retained by the District, and Rizzetta &

Company, Inc., as District Manager, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2016 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 and the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture and this Resolution.

SECTION 11. Approval of Assessment Allocation Report. The Final Assessment Allocation Report prepared by Rizzetta & Company, Inc., in connection with the issuance of the Series 2016 Bonds and attached hereto is hereby approved.

SECTION 12. Designation of Series 2016 Bonds as Bank Qualified. The District designates the Series 2016 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District does not reasonably anticipate that the District, any subordinate entities of the District, and any issuers of debt that issue "on behalf" of the District, will during the calendar year 2016 issue more than \$10,000,000 of "tax-exempt" obligations, exclusive of those obligations described in Section 265(b)(3)(C)(ii) of the Code.

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 District in furtherance of the issuance of the Series 2016 Bonds are hereby approved, confirmed and ratified.

SECTION 14. Repealer. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed, including Resolution No. 2016-04 adopted on March 2, 2016.

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.

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

ADOPTED this 30th day of March, 2016.

**K-BAR RANCH COMMUNITY DEVELOPMENT
DISTRICT**

By: Michael Metzger
Chair

[SEAL]

Attest:

By: [Signature]
Asst. Secretary

EXHIBIT A

FORM OF THIRD SUPPLEMENTAL TRUST INDENTURE

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

AND

**U.S. BANK NATIONAL ASSOCIATION
As Successor Trustee**

Dated as of April 1, 2016

Authorizing and Securing

\$4,700,000

**K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016**

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EXHIBIT A FORM OF SERIES 2016 BOND	

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the “Third Supplemental Indenture”), dated as of April 1, 2016, between **K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust offices in Orlando, Florida (said national banking association and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and by Ordinance No. 2005-291 of the Tampa City Council of the City of Tampa, Florida (the “City Council”), effective on October 21, 2005 (the “Original Ordinance”) and Ordinance No. 2014-17, enacted by the City Council on March 6, 2014 (the “Expansion Ordinance,” and, together with the Original Ordinance, the “Ordinance”); and

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

WHEREAS, the Issuer previously issued its Series 2006 Bonds to finance a portion of the Costs of the planning, acquisition, construction, equipping and installation of water management control, sewer and wastewater management, roadway improvements, landscape/hardscape improvements, undergrounding of utilities, water supply improvements and other public infrastructure improvements, and related incidental costs, pursuant to the Act for the special benefit of the District Lands (the “Series 2006 Project”); and

WHEREAS, pursuant to the Master Trust Indenture dated as of September 1, 2006, between the Issuer and SunTrust Bank, subsequently succeeded as trustee by the Trustee (the “Master Indenture,” and, together with this Third Supplemental Indenture, the “Indenture”), and a First Supplemental Trust Indenture dated as of September 1, 2006 (hereinafter sometimes referred to, together with the Master Indenture, as the “2006 Indenture”), the Issuer previously issued its \$5,625,000 aggregate principal amount of K-Bar Ranch Community Development District Special Assessment Bonds, Series 2006 (the “Series 2006 Bonds”) in order to fund a portion of the Costs of the Series 2006 Project; and

WHEREAS, the Issuer is authorized by the Act and the Master Indenture to issue a Series of Bonds to refund all or a portion of a Series of Bonds; and

WHEREAS, the Issuer has determined it to be advantageous to the Issuer to issue its Special Assessment Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) for the primary purpose of, together with the Prior Indenture Funds, refunding and retiring on May 1, 2016, all

of the then Outstanding Series 2006 Bonds, which refinancing will reduce the debt service of the Issuer to the advantage of certain residents of the Issuer; and

WHEREAS, the Outstanding Series 2006 Bonds are referred to herein as the “Refunded Bonds”; and

WHEREAS, pursuant to Resolution Nos. 2006-18 and 2016-06 adopted by the Governing Body of the Issuer on January 6, 2006, and March 30, 2016, respectively, (collectively, the “Bond Resolution”) the Issuer has authorized the issuance, sale and delivery of the Series 2016 Bonds in the principal amount of \$4,700,000 and authorized the execution and delivery of this Third Supplemental Indenture to secure the Series 2016 Bonds and to set forth the terms thereof; and

WHEREAS, the Series 2016 Bonds will be secured by the Pledged Revenues as provided herein; and

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2016 Bonds, the security and payment of the principal or redemption price thereof, if any, and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2016 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2016 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the 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 2016 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

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

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2016 Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one Series 2016 Bond over any other Series 2016 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2016 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2016 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 Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Third 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:

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate of the Issuer, dated April 1, 2016, relating to certain restrictions on arbitrage under the Code.

“Assessment Resolution” shall mean, collectively, Resolution Nos. 2006-35, 2006-36, 2006-39 and 2016-05 of the Issuer dated May 19, 2006, May 19, 2006, June 23, 2006, and March 30, 2016, as amended and supplemented from time to time.

“Authorized Denomination” shall mean the denomination of \$5,000 or any integral multiple thereof.

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

“Debt Service Reserve Requirement” shall mean, with respect to the Series 2016 Bonds, an amount, as calculated from time to time, equal to 25% of the maximum annual Debt Service Requirement for the Outstanding Series 2016 Bonds (initially \$86,278.61).

“Defeasance Securities” shall mean, with respect to the Series 2016 Bonds, to the extent permitted by law, (a) cash deposits, (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), and (c) obligations, the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations described in (b) and (c) are non-callable and non-prepayable.

“Determination of Taxability” shall mean, (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on any Series 2016 Bonds is includable for federal income tax purposes in

the gross income of the Owner thereof, which notice or notification is not successfully contested by either the Issuer or any Owner of the applicable Series 2016 Bonds, or (ii) a determination by a court of competent jurisdiction that the interest payable on any Series 2016 Bonds is includable for federal income tax purposes in the gross income of the Owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Issuer to the effect that interest on any Series 2016 Bonds is includable for federal income tax purposes in the gross income of the Owner thereof. The effective date of the Determination of Taxability shall be the date such interest is includable in gross income.

“Escrow Agent” shall mean U.S. Bank National Association, and its permitted successors and assigns.

“Escrow Deposit Agreement” shall mean that certain Escrow Deposit Agreement dated April 1, 2016 by and between the Issuer and the Escrow Agent, providing for the redemption and defeasance of the Refunded Bonds; as such agreement may be amended and supplemented from time to time.

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

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2016.

“Master Indenture” shall mean the Master Trust Indenture dated as of September 1, 2006 by and between the Issuer and the Trustee.

“Owner” shall mean initially The Bank of Tampa, a Florida banking corporation, the initial registered owner (or its authorized representative) of the Series 2016 Bonds, and its successors and assigns.

“Paying Agent” shall mean U.S. Bank National Association, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean with respect to the Series 2016 Bonds (a) all revenues derived by the Issuer from the Series 2016 Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Rebate Fund, or investment earnings thereon and (B) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act solely 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 (A) and (B) of this proviso).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2016 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. “Prepayments” shall include, without limitation, Series 2016 Prepayment Principal.

“Prior Indenture Funds” shall mean collectively, the \$102,059.90 on deposit in the Series 2006 Debt Service Reserve Account, \$13,350.20 on deposit in the Series 2006 Prepayment Account and \$436,652.58 on deposit in the Series 2006 Revenue Account, and any remaining funds on deposit in the funds and accounts held under the 2006 Indenture.

“Refunded Bonds” shall mean the Outstanding K-Bar Ranch Community Development District Special Assessment Bonds, Series 2006.

“Registrar” shall mean U.S. Bank National Association, and its successors and assigns as Registrar hereunder.

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

“Series 2006 Special Assessments” shall mean a portion of the Special Assessments levied, corresponding in amount to the debt service on the Series 2006 Bonds.

“Series 2016 Bond Redemption Fund” shall mean the Series 2016 Bond Redemption Fund established pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2016 Costs of Issuance Account” shall mean the account so designated, established as a separate subaccount within the Series 2016 Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2016 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 Third Supplemental Indenture.

“Series 2016 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 Third Supplemental Indenture.

“Series 2016 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2016 Special Assessments being prepaid.

“Series 2016 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 Third Supplemental Indenture.

“Series 2016 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 Third Supplemental Indenture.

“Series 2016 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 Third Supplemental Indenture.

“Series 2016 Special Assessments” shall mean the Series 2006 Special Assessments levied in connection with the issuance of the Series 2006 Bonds as reduced to correspond with the amount of debt service and other amounts due on the Series 2016 Bonds, the revenues from which are pledged to make the payments due on the Series 2016 Bonds.

“Special Assessments” shall mean the non-ad valorem special assessments levied by the Issuer against developable acreage within the District Lands, pursuant to Section 190.022, Florida Statutes, as amended, and the Assessment Resolution, and shall include the Series 2016 Special Assessments.

“Taxable Rate” shall mean an interest rate on such Series 2016 Bonds which will result in the same after-tax yield to the Owner of such Series 2016 Bonds as before said Determination of Taxability; provided, however, the Taxable Rate shall not exceed 5.45% per annum. The determination of the Taxable Rate, including any partial application as provided in Section 205 of this Third Supplemental Indenture, shall be made by the Owner in good faith and shall be conclusive and binding upon the Issuer absent manifest error. Written notice of the Taxable Rate shall be given to the Trustee by the Owner and the Trustee may conclusively rely on such notice.

“Tax-Exempt Rate” shall mean 4.00% per annum.

“Third Supplemental Indenture” shall mean this Third Supplemental Trust Indenture, dated as of April 1, 2016, by and between the Issuer and the Trustee, as supplemented or amended.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the forms of Series 2016 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.

ARTICLE II THE SERIES 2016 BONDS

Section 2.01. Amounts and Terms of Series 2016 Bonds; Issue of Series 2016 Bonds. No Series 2016 Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2016 Bonds that may be issued under this Third Supplemental Indenture is expressly limited to \$4,700,000. The Series 2016 Bonds shall be numbered R-1.

(b) Any and all Series 2016 Bonds shall be issued substantially in the form attached hereto as Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Bond Resolution. The Issuer shall issue the Series 2016 Bonds upon execution of this Third 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 2016 Bonds and deliver them as specified in the request. Delivery to the Trustee of the proceeds from the issuance and sale of the Series 2016 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2016 Bonds.

(c) The Series 2016 Bonds shall not be held in a full book-entry system.

Section 2.02. Execution. The Series 2016 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

Section 2.03. Authentication. The Series 2016 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2016 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 2016 Bonds.

(a) The Series 2016 Bonds are being issued hereunder in order to provide funds, together with the Prior Indenture Funds, for (i) the current refunding, redemption and defeasance of all of the Refunded Bonds, (ii) the funding of the Series 2016 Debt Service Reserve Account for the Series 2016 Bonds, (iii) the payment of a portion of interest coming due on the Series 2016 Bonds on November 1, 2016, and (iv) the payment of the costs of issuance of the

Series 2016 Bonds. The Series 2016 Bonds shall be designated “K-Bar Ranch Community Development District Special Assessment Refunding Bonds, Series 2016,” and shall be issued as one fully registered bond without coupons in the original principal amount of \$4,700,000.

(b) The Series 2016 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2016 Bonds shall be payable on November 1, 2016, and each Interest Payment Date thereafter to maturity or prior redemption. Interest on the Series 2016 Bonds shall be payable from the most recent Interest Payment Date or date of original issuance 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, 2016, in which case from the date of original issuance of the Series 2016 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in this Section 2.04(c), the principal or Redemption Price of the Series 2016 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 2016 Bonds. The payment of interest on the Series 2016 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2016 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 2016 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 2016 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 2016 Bonds shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

Notwithstanding the foregoing paragraph, so long as The Bank of Tampa shall be the Owner of all of the Outstanding Series 2016 Bonds, presentment of the Series 2016 Bonds for the

payment of principal, or Redemption Price shall not be required.

Section 2.05. Debt Service on the Series 2016 Bonds.

(a) The Series 2016 Bonds will mature on May 1, 2036, and bear interest at the Tax-Exempt Rate (subject to adjustment as described herein), subject to the right of prior redemption in accordance with their terms as provided in Section 3.01 hereof. Principal payments shall commence on May 1, 2017, and continue through maturity as set forth in Section 3.01(c) hereof.

(b) Interest on the Series 2016 Bonds will be computed in all cases on the basis of the actual number of days/360 day year. 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 2016 Bonds from the day before the default occurred.

(c) If there is a Determination of Taxability not caused by the action of the Owners, the Series 2016 Bonds shall bear interest at the Taxable Rate from the effective date of the Determination of Taxability. The District hereby covenants that on each date it certifies for collection Series 2016 Special Assessments following the effective date of the Determination of Taxability, it will certify for collection Series 2016 Special Assessments in an amount that will provide sufficient Pledged Revenues to pay, in addition to the current year's debt service, the difference between the Tax-Exempt Rate and the Taxable Rate from the effective date of the Determination of Taxability to the immediately succeeding November 1 (the "Taxable Rate Differential"); provided, however, that such levy will not cause the interest component of the Series 2016 Special Assessments to exceed 5.45%. In the event there is a Determination of Taxability, and the District is unable to certify for collection the full amount of the Tax Rate Differential during the remaining term of the Series 2016 Bonds without exceeding 5.45%, the District would have no other obligation to levy and recover the portion of Taxable Rate Differential exceeding 5.45%. If the amount of Series 2016 Assessments certified for collection by the District in such year are insufficient to pay the Taxable Rate Differential such insufficiency, in and of itself, shall not be an Event of Default so long as the interest component of such Series 2016 Assessments is at least 5.45%.

In the event that interest on any Series 2016 Bonds during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of the Series 2016 Bonds, then the interest rate on such Series 2016 Bonds shall be increased during such period by an amount equal to: $(A-B) \times C$ where:

(A) "A" equals the Taxable Rate (expressed as a percentage);

(B) "B" equals the interest rate on such Series 2016 Bonds absent such Determination of Taxability (expressed as a percentage); and

(C) "C" equals the portion of such Series 2016 Bonds the interest on which has become taxable as the result of such tax change (expressed as a decimal).

(d) The Trustee is entitled to assume, in the absence of notice from the Owner to the contrary, that the Series 2016 Bonds bear interest at the Tax-Exempt Rate.

Section 2.06. Disposition of Series 2016 Bond Proceeds and Prior Indenture Funds.

From the proceeds of the Series 2016 Bonds received by the Trustee in the amount of \$4,685,900.00 (which represents the par amount of the Series 2016 Bonds, less the commitment fee to the Owner of \$14,100.00), on the date of original issuance and delivery of the Series 2016 Bonds, plus \$552,062.68 of Prior Indenture Funds,

(i) \$4,421,266.63 of Series 2016 Bond proceeds shall be deposited, together with \$463,307.12 of Prior Indenture Funds (constituting \$347,897.02 of the amounts on deposit in the Series 2006 Revenue Account and all of the amounts on deposit in the Series 2006 Prepayment Account and the Series 2006 Debt Service Reserve Account) and applied in the manner directed by the Escrow Deposit Agreement in order to currently refund, defease and redeem the Refunded Bonds;

(ii) \$86,278.61 of Series 2016 Bond proceeds, representing the Debt Service Reserve Requirement with respect to the Series 2016 Bonds, shall be deposited in the Series 2016 Debt Service Reserve Account of the Debt Service Reserve Fund;

(iii) \$88,755.56 of the Prior Indenture Funds (consisting solely of the remaining amounts on deposit in the Series 2006 Revenue Account) representing interest shall be deposited as follows: \$88,755.56 in the Series 2016 Interest Account of the Debt Service Fund and applied to pay interest coming due on the Series 2016 Bonds on November 1, 2016; and

(iv) \$178,354.76 of Series 2016 Bond proceeds shall be deposited in the Series 2016 Costs of Issuance Account and will be used to pay costs of issuance of the Series 2016 Bonds.

Any remaining Prior Indenture Funds shall be transferred to the Series 2016 Costs of Issuance Account.

Section 2.07. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2016 Bonds, and hereby appoints U.S. Bank National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank National Association as Paying Agent for the Series 2016 Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

Section 2.08. Transfer Restrictions. The registration of ownership of the Series 2016 Bond may be transferred only in whole and only to a Qualified Institutional Buyer (as defined in Section 517.021(20), Florida Statutes), certified by the transferee to the Trustee in writing, on which certification the Trustee may conclusively rely. The Series 2016 Bond shall bear a legend consistent with this Section 2.08.

ARTICLE III REDEMPTION OF SERIES 2016 BONDS

Section 3.01. Redemption Dates and Prices. The Series 2016 Bonds shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2016 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2016 Bonds are to be redeemed, the Trustee shall select the Series 2016 Bonds or portions of the Series 2016 Bonds to be redeemed by lot.

(a) **Optional Redemption.** Notwithstanding anything herein or in the Master Indenture, the Series 2016 Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part, on any Business Day, at a Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the redemption date.

(b) **Extraordinary Mandatory Redemption in Whole or in Part.** The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus interest accrued to the redemption date:

(i) from moneys deposited into the Series 2016 Bond Redemption Fund from Series 2016 Prepayment Principal and any funds transferred from the Series 2016 Debt Service Reserve Account as a result of such Prepayment in accordance with the provisions of Section 4.04 of this Third Supplemental Indenture; and

(ii) from moneys, if any, on deposit in the Funds and Accounts (other than the Rebate Fund) held under this Third Supplemental Indenture sufficient to pay and redeem all of the Outstanding Series 2016 Bonds and accrued interest thereon to the redemption date in addition to any additional amounts owed under the Indenture.

(c) Mandatory Sinking Fund Redemption. The Series 2016 Bonds are subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>Year (May 1)</u>	<u>Principal Amount</u>
2017	\$155,000
2018	160,000
2019	170,000
2020	175,000
2021	185,000
2022	190,000
2023	200,000
2024	205,000
2025	215,000
2026	225,000
2027	235,000
2028	245,000
2029	255,000
2030	265,000
2031	275,000
2032	285,000
2033	295,000
2034	310,000
2035	320,000
2036*	335,000

* Maturity.

The principal amounts set forth in the foregoing table shall be adjusted as specified by the District as provided below by any principal amounts of the corresponding Series 2016 Bonds redeemed pursuant to Section 3.01 hereof or purchased pursuant to Article VIII of the Master Indenture.

Upon any redemption or purchase of Series 2016 Bonds subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, the Issuer shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of all maturities of the corresponding Series 2016 Bonds in substantially equal

annual installments of principal and interest (subject to rounding to increments of \$5,000 of principal) over the remaining term of such Series 2016 Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Series 2016 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 payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of Series 2016 Bonds, amounts shall be transferred from the Series 2016 Revenue Fund to the Series 2016 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 hereof.

Section 3.02. Notice of Redemption. When required to redeem Series 2016 Bonds under any provision of this Third Supplemental Indenture or directed to redeem Series 2016 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2016 Bonds to be redeemed, unless waived in writing by such Owners, notice of the redemption, as set forth in Section 8.02 of the Master Indenture; provided, however, that notice of any extraordinary mandatory redemption shall be provided no later than ten (10) days prior to the date of extraordinary mandatory redemption.

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

Section 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2016 Costs of Issuance Account." The amounts in the Series 2016 Costs of Issuance Account, until applied as hereinafter provided, shall be held for the security of the Series 2016 Bonds.

Payments shall be made from the Series 2016 Costs of Issuance Account to pay any unpaid costs of issuance of the Series 2016 Bonds, including without limitation, legal and consultants' fees. The Trustee shall pay costs of issuance of the Series 2016 Bonds from the Series 2016 Costs of Issuance Account upon delivery to the Trustee, on the date of issuance and delivery of the Series 2016 Bonds, of a closing statement signed by a Responsible Officer of the Issuer, specifying the Person to whom payment is to be made, the obligation on account of which the payment is to be made and the amount payable with respect thereto. Costs of issuance of the Series 2016 Bonds presented to the Trustee for payment subsequent to the date of issuance and delivery of such Bonds shall be made from the Series 2016 Costs of Issuance Account as soon as reasonably possible after receipt by the Trustee of a requisition signed by a

Responsible Officer of the Issuer specifying that the Obligation is a proper cost of issuance of the Series 2016 Bonds, the amount thereof and the person to whom payment is to be made. On any date occurring six months after the date of delivery of the Series 2016 Bonds, the Trustee shall transfer any amounts remaining in the Series 2016 Costs of Issuance Account to the Series 2016 Revenue Account and close the Series 2016 Costs of Issuance Account.

(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 2016 Revenue Account." Series 2016 Special Assessment revenues (except for Series 2016 Prepayment Principal which shall be identified as such to the Trustee by the Issuer upon deposit thereof and deposited in the Series 2016 Bond Redemption Fund) shall be deposited by the Trustee into the Series 2016 Revenue Account and shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Third 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 2016 Principal Account." Moneys shall be deposited into the Series 2016 Principal Account as provided in Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein and herein.

(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 2016 Interest Account" therein. Moneys shall be deposited into the Series 2016 Interest Account pursuant to Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein and herein.

(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 2016 Sinking Fund Account." Moneys shall be deposited into the Series 2016 Sinking Fund Account as provided in Article VI of the Master Indenture and Section 4.02 of this Third Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Third 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 2016 Debt Service Reserve Account."

(i) Proceeds of the Series 2016 Bonds shall be deposited into the Series 2016 Debt Service Reserve Account in the amount set forth in Section 2.06(ii) of this Third Supplemental Indenture, and such moneys shall be applied for the purposes provided in the Master Indenture and in this Section 4.01(f).

(ii) Notwithstanding the foregoing paragraph, in the event that the amount on deposit in the Series 2016 Debt Service Reserve Account, as determined by the

Trustee on the Business Day immediately preceding each March 15 and September 15, exceeds the Debt Service Reserve Requirement with respect to the Series 2016 Bonds due to a decrease in the amount of Series 2016 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 2016 Special Assessment against such lot or parcel as provided in Section 4.04(a) of this Third Supplemental Indenture, the amount to be released shall be transferred at the written direction of the District Manager from the Series 2016 Debt Service Reserve Account to the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 Prepayment Principal otherwise required to be made 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 2016 Bond Redemption Fund." Except as otherwise provided in this Third Supplemental Indenture, moneys to be deposited into the Series 2016 Bond Redemption Fund as provided in Article VI of the Master Indenture and Article III (including all earnings on investments held therein) shall be applied as provided therein and in Section 3.01(b) and 4.04(b) of this Third Supplemental Indenture.

Section 4.02. Series 2016 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2016 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day immediately preceding each Interest Payment Date, while Series 2016 Bonds remain Outstanding, commencing with the Business Day immediately preceding November 1, 2016, to the Series 2016 Interest Account of the Debt Service Fund, an amount from the Series 2016 Revenue Account equal to the interest on the Series 2016 Bonds becoming due on the next succeeding Interest Payment Date, less any amounts on deposit in the Series 2016 Interest Account not previously credited;

SECOND, no later than the Business Day immediately preceding May 1, 2017, and on the Business Day next preceding each May 1, thereafter through May 1, 2035, while the Series 2016 Bonds remain Outstanding, to the Series 2016 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2016 Revenue Account equal to the principal amount of Series 2016 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2016 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day immediately preceding May 1, 2036, while the Series 2016 Bonds remain Outstanding, to the Series 2016 Principal Account of the Debt Service Fund, an amount from the Series 2016 Revenue Account equal to the principal amount of Series 2016 Bonds Outstanding maturing on such May 1, if any, less any amounts on deposit in the Series 2016 Principal Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2016 Bonds remain Outstanding, to the Series 2016 Debt Service Reserve Account, an amount from the Series 2016 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 2016 Bonds; and

FIFTH, so long as the amount on deposit in the Series 2016 Debt Service Reserve Account equals or exceeds the Debt Service Reserve Requirement allocable to the Series 2016 Bonds and there are no Events of Default occurring under the Indenture, or that would occur upon giving of notice, the balance of any moneys remaining after making the foregoing deposits shall be transferred to the Issuer and used for any lawful purpose, 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 to make such deposit thereto.

Notwithstanding the foregoing, on each March 15th and September 15th on which it has received moneys to be deposited into the Series 2016 Bond Redemption Fund, the Trustee shall transfer from the Series 2016 Revenue Account for deposit in such Series 2016 Bond Redemption Fund an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000 and, in each case, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2016 Bonds on the next possible redemption date (taking into account the notice of redemption to be provided therefor) in the maximum aggregate principal amount for which moneys are then on deposit in such Series 2016 Bond Redemption Fund in accordance with the provisions for extraordinary mandatory redemption of Series 2016 Bonds.

Section 4.03. Power to Issue Series 2016 Bonds and Create Lien. The Issuer hereby represents that it is duly authorized under the Act and all applicable laws of the State to issue the Series 2016 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2016 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 or subordinate to the lien created in favor of the Series 2016 Bonds. The Series 2016 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 2016 Bonds under the Indenture against all claims and demands of all persons whomsoever.

Section 4.04. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2016 Special Assessments may, at its option, require the Issuer to release and extinguish the lien or portion thereof upon its property by virtue of the levy of the Series 2016 Special Assessments by paying to the Issuer all or a portion of the Series 2016 Special Assessments, which shall constitute Series 2016 Prepayment Principal, as directed by the Issuer pursuant to the provisions of Sections 3.01(b)

and 4.01(g) of this Third Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date that is at least forty-five calendar days subsequent to such prepayment, attributable to the property subject to Series 2016 Special Assessment owned by such owner; provided, however, in the event the amount in the Series 2016 Debt Service Reserve Account will exceed the Debt Service Reserve Requirement for the Series 2016 Bonds as a result of a full or partial Prepayment in accordance with this Section 4.04(a) and the resulting redemption in accordance with Section 3.01(b) of this Third Supplemental Indenture, such excess amount shall be transferred from the Series 2016 Debt Service Reserve Account to the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 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 2016 Debt Service Reserve Account to equal or exceed the Debt Service Reserve Requirement for the Series 2016 Bonds and accompanied by cash flows provided by the Issuer and acceptable to the Trustee, which demonstrate that, after giving effect to the proposed redemption of Series 2016 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2016 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2016 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 identified as a Prepayment, and the Issuer shall take such action as is necessary to record in the official records of Hillsborough County, Florida an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Special Assessment has been paid in whole or in part and that such Special Assessment lien is thereby correspondingly released and extinguished, in whole or in part, as the case may be. Upon receipt of any such moneys from the Issuer, the Trustee shall immediately deposit the same into the Series 2016 Bond Redemption Fund to be applied in accordance with Section 4.01(g) of this Third Supplemental Indenture, to the redemption of Series 2016 Bonds in accordance with Section 3.01(b) of this Third Supplemental Indenture.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.01. Interpretation of Supplemental Indenture. This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2016 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

Section 5.02. Amendments. Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

Section 5.03. Counterparts. This Third 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 5.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

Section 5.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2016 Bonds or the date fixed for the redemption of any Series 2016 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 5.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2016 Bonds.

Section 5.07. Collection of Assessments. Notwithstanding any provision of the Master Trust Indenture, the Series 2016 Special Assessments pledged hereunder to secure the Series 2016 Bonds shall 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, unless such method is not available.

Section 5.08. Operating Budget and Financial Statements. For so long as the Series 2016 Bonds are Outstanding, the Issuer covenants and agrees that it will provide, at its own expense, to the Owner: (a) a copy of its audited financial statements no later than June 30 following the end of each Fiscal Year; (b) a copy of its annual financial report no later than June 30 following the end of each Fiscal Year and (c) a copy of its annual budget within sixty (60) days of the adoption of the budget by the Board of Supervisors of the Issuer.

In addition, the Issuer shall provide the Owner with a copy of the Issuer's bi-monthly financial statements within fifteen (15) days of the date such financial statements are available to the Issuer.

Section 5.09. Additional Events of Defaults. Section 10.02 of the Master Indenture is hereby amended with respect to the Series 2016 Bonds by inserting at the conclusion thereof the following paragraph:

(g) The Trustee shall have withdrawn funds in an amount exceeding \$15.00 from the Series 2016 Debt Service Reserve Account due to an insufficiency of funds on deposit in the

Series 2016 Interest Account, Series 2016 Sinking Fund Account or Series 2016 Principal Account to pay scheduled debt service.

The Issuer shall provide the Owner with notice of the occurrence of an Event of Default pursuant to this paragraph (g) within ten (10) days of the occurrence of such Event of Default.

Section 5.10. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, K-Bar Ranch Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Assistant Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Third Supplemental Trust Indenture to be executed by one of its Authorized Signatories, all as of the day and year first above written.

**K-BAR RANCH COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Chair, Board of Supervisors

Assistant Secretary, Board of Supervisors

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

By: _____
Name: Janice Entsminger
Title: Vice President

EXHIBIT A

[FORM OF SERIES 2016 BOND]

THE REGISTRATION OF OWNERSHIP OF THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN SECTION 517.021(20), FLORIDA STATUTES) AS PROVIDED IN THE INDENTURE

R-1

\$4,700,000

UNITED STATES OF AMERICA

STATE OF FLORIDA

**K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
(HILLSBOROUGH COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BOND, SERIES 2016**

<u>Tax-Exempt Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP No.</u>
4.00%	May 1, 2036	April 1, 2016	482425 AK1

REGISTERED OWNER: THE BANK OF TAMPA

PRINCIPAL AMOUNT: FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS

KNOW ALL PERSONS BY THESE PRESENTS that K-Bar Ranch Community Development District (the "Issuer" or the "District"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the maturity date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, as paying agent (said bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the principal amount set forth above with interest (calculated on the basis of the actual number of days in a 360-day year) thereon at the rate per annum set forth above, subject to adjustment as set forth herein, payable on the first day of May and November of each year, commencing November 1, 2016. Principal of this Bond is payable by U.S. Bank National Association located in Orlando, Florida in lawful money of the United States of America. Notwithstanding the foregoing, so long as The Bank of Tampa shall be the

Owner of all of the Outstanding Series 2016 Bonds, presentment of this Series 2016 Bond for the payment of principal or Redemption Price shall not be required. 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 U.S. Bank National Association, 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, 2016, in which case from the dated date of this Bond specified above, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this 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 Series 2016 Bonds shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

If there is a Determination of Taxability not caused by the action of the Owners, the Series 2016 Bonds shall bear interest at the Taxable Rate from the effective date of the Determination of Taxability. The District hereby covenants that on each date it certifies for collection Series 2016 Special Assessments following the effective date of the Determination of Taxability, it will certify for collection Series 2016 Special Assessments in an amount that will provide sufficient Pledged Revenues to pay, in addition to the current year's debt service, the difference between the Tax-Exempt Rate and the Taxable Rate from the effective date of the Determination of Taxability to the immediately succeeding November 1 (the "Taxable Rate Differential"); provided, however, that such levy will not cause the interest component of the Series 2016 Special Assessments to exceed 5.45%. In the event there is a Determination of

Taxability, and the District is unable to certify for collection the full amount of the Tax Rate Differential during the remaining term of the Series 2016 Bonds without exceeding 5.45%, the District would have no other obligation to levy and recover the portion of the Taxable Rate Differential exceeding 5.45%. If the amount of Series 2016 Assessments certified for collection by the District in such year are insufficient to pay the Taxable Rate Differential such insufficiency, in and of itself, shall not be an Event of Default so long as the interest component of such Series 2016 Assessments is at least 5.45%.

In the event that interest on any Series 2016 Bonds during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of the Series 2016 Bonds, then the interest rate on such Series 2016 Bonds shall be increased during such period by an amount equal to: $(A-B) \times C$ where:

- (A) "A" equals the Taxable Rate (expressed as a percentage);
- (B) "B" equals the interest rate on such Series 2016 Bonds absent such Determination of Taxability (expressed as a percentage); and
- (C) "C" equals the portion of such Series 2016 Bonds the interest on which has become taxable as the result of such tax change (expressed as a decimal).

THE SERIES 2016 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF TAMPA, FLORIDA, HILLSBOROUGH COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2016 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 2016 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2016 BONDS. THE SERIES 2016 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY OF TAMPA, FLORIDA, HILLSBOROUGH COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

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

K-BAR RANCH COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Assistant Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: April 1, 2016.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

[Back of Series 2016 Bond]

This Bond is one of an authorized series of Bonds of K-Bar Ranch Community Development District (the "District"), a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), designated as "K-Bar Ranch Community Development District Special Assessment Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), in the aggregate principal amount of \$4,700,000 of like date, tenor and effect, except as to number. The Series 2016 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act. Proceeds of the Series 2016 Bonds, together with other legally available funds of the Issuer, shall be used to provide funds for (i) the current refunding, redemption and defeasance of all of the Refunded Bonds, (ii) the funding of the Series 2016 Debt Service Reserve Account for the Series 2016 Bonds, (iii) the payment of a portion of interest coming due on the Series 2016 Bonds on November 1, 2016, and (iv) the payment of the costs of issuance of the Series 2016 Bonds. The Series 2016 Bonds are issued under, and are secured and governed by, a Master Trust Indenture dated as of September 1, 2006 (the "Master Indenture"), by and between the Issuer and the Trustee, and a Third Supplemental Trust Indenture dated as of April 1, 2016 (the "Third Supplemental Indenture"), by and between the Issuer and the Trustee (the Master Indenture and the Third 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 Orlando, Florida. All capitalized terms used herein and not expressly defined herein shall have the meanings ascribed thereto in the Indenture.

The Series 2016 Bonds shall be issued as one fully registered bond in the original principal amount of \$4,700,000 as set forth in the Indenture.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2016 Bonds issued under the Indenture, the operation and application of the Series 2016 Debt Service Reserve Account and other Funds and Accounts charged with and pledged to the payment of the principal of and interest on the Series 2016 Bonds, the levy, and the evidencing and certifying for collection, of Series 2016 Special Assessments, the nature and extent of the security for the Series 2016 Bonds, the terms and conditions on which the Series 2016 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which the Indenture may be amended without the consent of the registered owners of Series 2016 Bonds, the conditions under which the Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2016 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2016 Bonds.

The registered owner of this Series 2016 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any

action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the registered owner of this Series 2016 Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City of Tampa, Florida, Hillsborough County, Florida, the State of Florida or any political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City of Tampa, Florida, Hillsborough County, Florida, the State of Florida or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Series 2016 Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Series 2016 Bond, the registered and beneficial owner hereof assents to all the provisions of the Indenture.

This Series 2016 Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy, and the evidencing and certifying, of non ad valorem assessments in the form of Special Assessments to secure and pay the Series 2016 Bonds.

The Series 2016 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 2016 Bonds shall be made on the dates specified below. Except as otherwise provided in the Indenture, if less than all the Series 2016 Bonds are to be redeemed, the Trustee shall select the Series 2016 Bonds or portions of the Series 2016 Bonds to be redeemed by lot.

Optional Redemption

Notwithstanding anything herein or in the Master Indenture, the Series 2016 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part, on any Business Day, at a Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued to the redemption date.

Extraordinary Mandatory Redemption

The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus interest accrued to the redemption date:

(i) from moneys deposited into the Series 2016 Bond Redemption Fund from Series 2016 Prepayment Principal and any funds transferred from the Series 2016 Debt Service Reserve Account as a result of such Prepayment in accordance with the provisions of the Indenture; and

(ii) from moneys, if any, on deposit in the Funds and Accounts (other than the Rebate Fund) held under the Indenture sufficient to pay and redeem all of the Outstanding Series 2016 Bonds and accrued interest thereon to the redemption date in addition to any additional amounts owed under the Indenture.

Mandatory Sinking Fund Redemption

The Series 2016 Bonds are subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

Year (May 1)	<u>Principal Amount</u>
2017	<u>\$155,000</u>
2018	<u>160,000</u>
2019	<u>170,000</u>
2020	<u>175,000</u>
2021	<u>185,000</u>
2022	<u>190,000</u>
2023	<u>200,000</u>
2024	<u>205,000</u>
2025	<u>215,000</u>
2026	<u>225,000</u>
2027	<u>235,000</u>
2028	<u>245,000</u>
2029	<u>255,000</u>
2030	<u>265,000</u>
2031	<u>275,000</u>
2032	<u>285,000</u>
2033	<u>295,000</u>
2034	<u>310,000</u>
2035	<u>320,000</u>
2036*	<u>335,000</u>

* Maturity.

The principal amounts set forth in the foregoing tables shall be adjusted as specified by the District as provided below by any principal amounts of the corresponding Series 2016 Bonds redeemed pursuant to Section 3.01 of the Third Supplemental Indenture or purchased pursuant to Article VIII of the Master Indenture.

Upon any redemption or purchase of Series 2016 Bonds subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, the District shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of all maturities of the corresponding Series 2016 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2016 Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Series 2016 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 payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of Series 2016 Bonds, amounts shall be transferred from the Revenue Fund to the Series 2016 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 of the Third Supplemental Indenture.

Notice of Redemption

When required to redeem Series 2016 Bonds under any provision of the Third Supplemental Indenture or directed to redeem Series 2016 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2016 Bonds to be redeemed, unless waived in writing by such Owners, notice of the redemption, as set forth in Section 8.02 of the Master Indenture; provided, however, that notice of any extraordinary mandatory redemption shall be provided no later than ten (10) days prior to the date of extraordinary mandatory redemption.

The Issuer shall keep books for the registration of the Series 2016 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. The Series 2016 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 Series 2016 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 Series 2016 Bond or Series 2016 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 Series 2016 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 Series 2016 Bonds for a period of 15 days next preceding any selection of Series 2016 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Series 2016 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 Series 2016 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2016 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 Series 2016 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 Series 2016 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Series 2016 Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Series 2016 Bond, and of the issue of the Bonds of which this Series 2016 Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 15th day of June, 2006.

Chair, Board of Supervisors

Assistant Secretary
Board of Supervisors

ABBREVIATIONS

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

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

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

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

ASSIGNMENT

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

Dated:

Social Security Number or
Employer Identification
Number of Transferee:

Signature guaranteed:

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

EXHIBIT B

FORM OF ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT**, dated April 1, 2016 (this "Agreement"), by and between the **K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT** (the "**District**"), a duly constituted and existing community development district and local unit of special purpose government under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION** (the "**Escrow Agent**"), a national banking association organized and existing under the laws of the United States of America, as Escrow Agent hereunder.

WHEREAS, the District has previously issued its Special Assessment Bonds, Series 2006 (the "Series 2006 Bonds") pursuant to a Master Trust Indenture dated as of September 1, 2006 (the "Master Indenture") and a First Supplemental Trust Indenture dated as of September 1, 2006 (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), both between the District and the Escrow Agent, as successor Trustee (in such capacity, the "Trustee"); and

WHEREAS, Article XIV of the Master Indenture provides that Bonds shall be deemed to have been paid within the meaning and with the effect expressed therein upon compliance by the District with the provisions thereof, which provisions the District hereby represents have not been amended or supplemented; and

WHEREAS, the District has determined to issue, pursuant to a Third Supplemental Trust Indenture dated as of April 1, 2016 (the "Third Supplemental Indenture") between the District and the Trustee, its \$4,700,000 principal amount of Special Assessment Refunding Bonds, Series 2016 (the "Series 2016 Bonds") for the primary purpose, together with moneys held on deposit under the Indenture, of refunding and defeasing as provided herein all of the Outstanding Series 2006 Bonds (the "Refunded Bonds"); and

WHEREAS, a portion of the proceeds of the Series 2016 Bonds, moneys held on deposit under the Indenture, will be deposited in the Escrow Fund created pursuant to Section 4 hereof in an amount sufficient, without reinvestment, to pay the Refunded Bonds as provided herein and to discharge and satisfy the covenants, agreements and other obligations of the District in regard to such Refunded Bonds; and

WHEREAS, the issuance of the Series 2016 Bonds, the deposit of such cash into the Escrow Fund to be held by the Escrow Agent and the discharge and satisfaction of the covenants, agreements and other obligations of the District in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The recitals stated above are true and correct and incorporated herein.
2. Receipt of true and correct copies of the above-mentioned Indenture is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Master Indenture, in particular Article XIV thereof are incorporated herein by reference. The District also acknowledges receipt of the report of Causey Demgen & Moore P.C., dated April 1, 2016 (the "Verification Report") indicating that sufficient cash has been deposited into the Escrow Fund to provide for all payments due on the Refunded Bonds as provided on **Schedule "A"** hereto.
3. In accordance with the Master Indenture, the District by this Agreement exercises the option to have the covenants, agreements and other obligations of the District to the holders of the Refunded Bonds discharged and satisfied.
4. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "K-Bar Ranch Community Development District Escrow Deposit Fund" (the "Escrow Fund"), which Escrow Fund is to be held in the custody of the Escrow Agent, separate and apart from other funds of the District and the Escrow Agent. The Escrow Agent hereby acknowledges the receipt of and deposit of the sum of (i) \$4,884,573.75 (comprised of \$4,421,266.63 of Series 2016 Bond proceeds and \$463,307.12 of funds held under the Indenture) to the Escrow Fund in immediately available funds received by the District from the sale and delivery of the Series 2016 Bonds and other legally available moneys (collectively, the "Escrow Proceeds"). The District instructs the Escrow Agent to hold the Escrow Proceeds uninvested in cash.
5. In reliance upon the Verification Report, the District represents and warrants that the deposit made pursuant to Section 4 is sufficient to pay the amounts of principal of and interest due on the Refunded Bonds as described in **Schedule "A"** attached hereto. If such deposit shall be insufficient to make such payments, the District shall timely deposit in the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the applicable Refunded Bonds as described in **Schedule "A"** hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.
6. The deposit in the Escrow Fund as described above shall constitute deposit of moneys held by the Escrow Agent solely for the payment of the principal and interest on the Refunded Bonds at such time and in such amount as set forth in **Schedule "A"** hereto, and such deposit shall be used solely for such purposes.
7. The District hereby directs, and the Escrow Agent hereby agrees, that it will undertake the timely transfer of money to the Paying Agent for the Refunded Bonds or any successors or assigns thereto (collectively, the "Refunded Bonds Paying Agent") in accordance with **Schedule "A"** attached hereto, in order to effectuate this Agreement and to pay the

Refunded Bonds in the amount and at the time provided in said **Schedule "A"** notwithstanding any failure by the District to pay when due any fees or expenses of the Escrow Agent or Refunded Bonds Paying Agent. The liability of the Escrow Agent to make such transfer for the payment of the principal of and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of amounts available for such purposes in the Escrow Fund.

8. The District hereby irrevocably instructs the Escrow Agent to deliver, on the date hereof, to the holders of the Refunded Bonds, the notice attached hereto as **Schedule "B."**

9. Concurrently with the deposit set forth in Section 4 hereof, the Refunded Bonds are hereby deemed to have been paid within the meaning and with the effect expressed in the Indenture.

10. The Escrow Fund shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all cash deposited in the Escrow Fund pursuant to the terms hereof until paid out, used and applied in accordance with this Agreement. Neither the District nor the Escrow Agent shall cause or permit any other lien or interest to be imposed upon the Escrow Fund.

11. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 11, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 11.

12. The District shall pay any expenses associated with the performance by the Escrow Agent at the request of the District of any extraordinary services hereunder, which are payable by the District upon presentation of an invoice therefor from the Escrow Agent. The

Escrow Agent shall have no lien whatsoever upon any of the cash in said Escrow Fund for the payment of such proper fees and expenses.

13. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the deposits to the Escrow Fund to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement and no implied warrants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel knowledgeable with respect to any matter relevant to this Agreement, who may or may not be counsel to the District, and be entitled to receive from the District reimbursement of the reasonable fees and expenses of such counsel, and in reliance upon the opinion of such counsel have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Escrow Agent shall notify the District of its intent to engage such counsel. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District and the Escrow Agent may in good faith conclusively rely upon such certificate.

The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder; the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of

utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The District further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities, which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or default. Such indemnification shall survive the termination of this Agreement and/or the sooner resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

14. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than ten (10) days written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 14 within ten (10) days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any

retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state thereof, and shall have at the time of appointment capital and surplus of not less than \$75,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights and powers of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or transfers all or substantially all of its corporate trust business to, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party, if satisfactory to the District, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

In the event the Escrow Agent resigns or is removed pursuant to the provisions hereof, any fee paid to the Escrow Agent as provided in Section 12 hereof shall to the extent of the unearned portion of such fee be rebated and returned to the District.

15. This Agreement, except as otherwise provided herein, shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the District.

16. This Agreement shall be governed by the applicable laws of the State of Florida without regard to conflict of law principles.

17. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

18. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

19. The District will not accelerate the maturity of any Refunded Bonds or exercise any option to redeem any Refunded Bonds except as set forth in Section 8 hereof.

20. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

K-Bar Ranch Community
Development District
c/o District Manager
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and, in the case of the District, its seal to be hereunder affixed and attested as of the date first above written.

**K-BAR RANCH COMMUNITY DEVELOPMENT
DISTRICT**

(SEAL)

ATTEST:

By: _____
Chair

Assistant Secretary

*(Signature page of Escrow Deposit Agreement dated April 1, 2016
regarding K-Bar Ranch Community Development District)*

U.S. BANK NATIONAL ASSOCIATION

By: _____
Vice President

SCHEDULE A

2006 REFUNDED BONDS

<u>Payment Date</u>	<u>Redeemed Principal</u>	<u>Maturing Principal</u>	<u>Interest</u>	<u>Total</u>
05/01/2016	\$125,000.00	\$4,630,000.00	\$129,573.75	\$4,884,573.75

SCHEDULE B

**FORM OF NOTICE OF REDEMPTION AND DEFEASANCE
K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2006
INTEREST RATE: 5.450% CUSIP #: 482425AA3¹**

NOTICE IS HEREBY GIVEN to the holders of the above-captioned bonds (the "Refunded Bonds") issued by the K-Bar Ranch Community Development District (the "District") that the District has caused the current refunding of the Refunded Bonds through the issuance of the K-Bar Ranch Community Development District Special Assessment Refunding Bonds, Series 2016 (the "Bonds"). Proceeds of the Bonds, together with other legally available funds, have been deposited in irrevocable escrow in an escrow deposit fund (the "Escrow Account") established for the benefit of Refunded Bondholders with U.S. Bank National Association, Orlando, Florida (the "Escrow Holder"), pursuant to an Escrow Deposit Agreement dated April 1, 2016, by and between the District and the Escrow Holder (the "Escrow Deposit Agreement"). Moneys deposited in the Escrow Account will be held therein as uninvested cash. The Refunded Bonds are hereby irrevocably called for early redemption on May 1, 2016 (the "Date of Redemption") at a price of 100% of the principal amount being redeemed, plus accrued interest (the "Redemption Price"). The Refunded Bonds are deemed to have been paid in accordance with Article XIV of the Master Trust Indenture dated as of September 1, 2006, as supplemented by the First Supplemental Trust Indenture dated as of September 1, 2006 (together, the "Trust Indenture") each between U.S. Bank National Association, as successor trustee, and the District, and are no longer outstanding thereunder.

On the Date of Redemption, the Redemption Price upon each Refunded Bond will become due and payable and interest on the Refunded Bonds shall cease to accrue from and after the Date of Redemption. Pursuant to the Trust Indenture, payment of the Redemption Price on the Refunded Bonds called for redemption will be paid upon presentation, if presentment is required, and surrender of the Refunded Bonds in the following manner:

If by , Hand or Overnight Mail:
U.S. Bank Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
1-800-934-6802

DATED this 1st day of April, 2016.

By: U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

¹ CUSIP numbers are assigned by Standard & Poor's Corporation and are included solely for the convenience of the holders of the Refunded Bonds. Neither the District nor the Trustee shall have any responsibility with respect to the selection or use of any CUSIP number, nor is any representation made as to the correctness of any CUSIP number, either as printed on the Refunded Bonds or in this Notice of Redemption and Defeasance.

EXHIBIT C

COMMITMENT LETTER FROM BANK OF TAMPA



The Bank of Tampa

March 30, 2016

**Mr. Brett Sealy
Mr. Robbie Cox
MBS Capital Markets, LLC
4890 West Kennedy Blvd.
Tampa, Florida 33609**

The Bank of Tampa is pleased to provide you with the following financing commitment:

Borrower:	K-Bar Ranch Community Development District
Financing Request:	Special Assessment Refunding Bonds, Series 2016
Tax Status:	The Bonds are not subject to Federal or State of Florida tax
Amount:	Up to \$4,750,000.00
Type of Securities:	Bank qualified tax-exempt direct purchase of the Bonds
Purpose:	Refinance the District's Series 2006 Bonds
Security for Bonds:	Assignment of tax assessments levied on the 378 units in the K-Bar Ranch Community District
Amortization:	20 years
Term:	20 years
Interest rate:	4.00% fixed
Closing Fee:	30 bps
Prepayment Fee:	None
Costs:	Borrower agrees to pay all costs incurred in the closing of this loan, including but not limited to issuance fees and attorney's fees.



Additional Terms and Conditions:

- 1) The Bank will include a provision that it could increase the interest rate in the event changes in the tax status and/or a change in tax code occurs.
 - 2) All out of pocket expenses, which include but are not limited to, documentary stamps and loan documentation/ review fees, are to be paid by the Borrower.
 - 3) The Borrower will maintain the following financial covenant during the term of the loan:
Minimum Debt Service Coverage of 1.0x defined as taxes collected on the 378 units divided by debt service (principal and interest) of the Series 2016 Bond.
 - 4) The Borrower will maintain an annual debt service reserve of 25% at all times.
-

Financial Reporting:

The following information will be required on a regular basis:

- 1) The Borrower shall provide the Bank with an annual audited financial statement due by June 30th.
 - 2) The Borrower shall provide the Bank with an annual financial report due within 60 days of FYE.
 - 3) The Borrower shall provide the Bank with a bi-monthly internal financial report.
-

REPRESENTATIONS AND WARRANTIES

All information that has been furnished to the Bank in conjunction with the general terms and conditions under which The Bank of Tampa would pursue a formal approval of commercial credit facilities is true and accurate and the Borrower has not failed to disclose any information of a material nature regarding the Borrower or financial condition.

If Borrower accepts the general terms and conditions, then all documents and instruments will be executed and delivered to the Bank and the funding thereof, shall be duly authorized, valid, and enforceable and binding on the parties thereto, and shall not conflict with or constitute a breach of any other agreements or corporate documents of the Borrower.



The Bank of Tampa

There is no litigation or proceeding pending or threatened against the Borrower or any other person liable to the Bank for the repayment of this proposed loan which may, in any way, adversely affect the financial condition, operation, or prospects of the Borrower or such person.

The terms set forth above represent an understanding between the Borrower and the Bank with respect to the subject matter of the general terms and conditions, and this proposal supersedes any prior and contemporaneous agreements, commitments, discussions and understanding, oral or written.

Termination: The commitment may be terminated at Bank's option by written notice to the Borrower at address set forth above upon the occurrence of default as defined within the note or this commitment.

Survival: This commitment and all terms and provisions hereof shall survive the closing of the loan. If any conflict arises between the loan documents and the commitment, the terms and provisions of the loan documents shall control.

Indemnification: Borrower indemnifies Bank against all loss, claims and expenses incurred by Bank arising from or relating to the Borrower's proposed or actual use of proceeds of this loan, any commitment of Bank to loan or any matter relating to the documentation of this loan, including but not limited to reasonable legal fees and settlement costs.

~~Borrower warrants that its operations and activities comply with all Environmental laws and Regulations and Borrower agrees to indemnify and hold lender harmless from and against any and all liability, damages, losses, claims, costs and expenses resulting from or arising out of any claims, demand cost or judgment made against the lender.~~

The description of the foregoing credit facility is subject to the execution and delivery by the Borrower of all promissory notes, agreements and other loan and security documentation containing such additional terms and conditions deemed advisable by Bank and/or legal counsel.

Expiration: Unless otherwise extended in writing by the Bank, this commitment must be accepted and executed on or before March 31, 2016. The Loan must close by April 30, 2016, or Bank is not obligated to close loan.

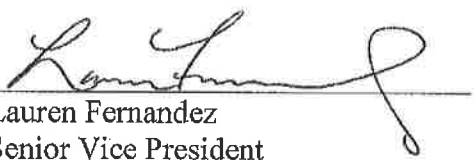


The Bank of Tampa

The Bank of Tampa is very pleased to provide this Commitment. Those matters not covered in the above outline will be incorporated in the final closing documents and are subject to mutual agreement of the parties.


If this commitment is acceptable, please acknowledge by executing and returning this letter by no later than March 31, 2016.

Sincerely,
THE BANK OF TAMPA

By: 
Lauren Fernandez
Senior Vice President

The above terms and conditions have been accepted this 30th day of March, 2016.

K-Bar Ranch Community Development District


By Its: _____