



Verano #1
Community Development District

<http://www.Verano1cdd.com>

Robert Fromm, Chairman

Max Krupo, Vice Chairman

Thomas Trammell, Assistant Secretary

January 30, 2020



Verano #1

Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

January 24, 2020

Board of Supervisors
Verano #1
Community Development District

Dear Board Members:

A **special** meeting of the Board of Supervisors of **Verano #1 Community Development District** will be held on **January 30, 2020 at 10:30 a.m. at the Verano Social Clubhouse, 10291 S.W. Visconti Way, Port St. Lucie, Florida 34986**. Following is a copy of the advance agenda:

1. Roll Call
2. Organizational Matters
 - A. Consideration of Appointment of Supervisor(s) to Unexpired Term(s) of Office (Seat #3 – 11/2020 and Seat #5 – 11/2020)
 - B. Oath of Office for Newly Appointed Supervisor(s)
 - C. Election of Officers
3. Approval of the Minutes of the October 17, 2019 Meeting
4. Consideration of Engineers Report – *will be provided under separate cover as soon as available*
5. Consideration of Assessment Methodology Report
6. Consideration of **Resolution #2020-02** Joint Delegating Resolution
 - A. Form Bond Purchase Contract
 - B. Draft Preliminary Limited Offering Memorandum
 - C. Form Continuing Disclosure Agreement
 - D. Forms of Sixth, Seventh, and Eighth Supplemental Trust Indentures
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
8. Financial Reports
 - A. Check Run Summary
 - B. Combined Balance Sheet and Income Statement
9. Supervisors Requests and Audience Comments
10. Adjournment

Meetings are open to the public and maybe continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.Verano1cdd.com>

PRELIMINARY - THIRD SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR THE SERIES 2020 BONDS

VERANO #2

**COMMUNITY DEVELOPMENT DISTRICT
(Pods C-2020, D, and E)**

January 30, 2020

Prepared by



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

1.0 Introduction

The Verano #2 Community Development District (the “District #2”) is a local unit of special-purpose government organized and existing under chapter 190, Florida Statutes, as amended. The Districts have authorized the issuance of approximately \$469,400,000 of tax-exempt bonds in multiple series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the Districts. District #2, as the designated issuer (the “Issuer”) anticipates the issuance of \$12,715,000 in bonds in three separate series (separately the “Pod C Bonds”, the “Pod D Bonds” and the “Pod E Bonds”, and collectively the “2020 Bonds”) to pay for a portion of the cost of the total capital improvement program (herein the 2020 District #2 Project) comprising Pods C-2020, D, and E within the District.

1.1 Purpose

This report (the “Third Supplemental Report”) provides a supplement to the Master Assessment Methodology Report adopted by the Board of Supervisors on April 9, 2015 (the “Master Methodology Report”). The Issuer will issue the 2020 Bonds to finance all or a portion of the 2020 District #2 Project, described in the [Supplemental Engineer’s Report for Certain Public Infrastructure Serving the Verano Community Development District #2 dated January 30, 2019] (the “Supplemental Engineer’s Report”). The 2020 District #2 Project is comprised of three separate projects, the District #2 Pod C-2020 Project, the District #2 Pod D Project, and the District #2 Pod E Project; the Supplemental Engineer’s Report provides detail of the improvements anticipated and the cost for each. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Methodology Report.

2.0 Assessment Methodology

2.1 Overview

At this time, the District anticipates issuing the 2020 Bonds to fund a portion of the 2020 District #2 Project, provide for capitalized interest if needed, a debt service reserve account for each series and cost of issuance. It is the purpose of this methodology to allocate the \$12,715,000 in debt to properties within specific areas of the District benefiting from the improvements financed with a portion of the 2020 Bonds, the allocation will be in accordance to the Master Methodology Report. The 2020 Bonds will be issued in three series; each will be secured by specific assessment areas within the District.

Table 1 shows the current proposed development plan as identified by the Developer of the lands within District #2 that will be benefited by the improvements funded by the 2020 Bonds. Also identified in Table 1 are the numbers of and types of units that will comprise Pod C-2020, Pod D and Pod E. Each pod will represent its own assessment area, namely the “Pod C-2020 Assessment Area”, “Pod D Assessment Area”, and “Pod E Assessment Area” (collectively the “Assessment Areas”). There is a parcel of land within the Pod C-2020 Assessment Area currently in the process of being annexed into District #2 (the “Murphy Parcel”) which upon satisfaction of certain conditions will be part of the Pod C-2020 Assessment Area. There are nine (9) planned 40 ft lots on the Murphy Parcel, any constructions funds relating to these lots will held in escrow until the annexation is completed and an assessment is levied on the Murphy Parcel. The Supplemental Engineer’s Report outlines the public infrastructure anticipated to be funded by the 2020 Bonds, these improvements are shown in Table 2. The public improvements needed to support the development of Pod C-2020, Pod D, and Pod E are described in detail in the Supplemental Engineer’s Report and are estimated to cost [\$19,080,000]. The 2020 Bonds are being issued as three separate series of bonds, the Special Assessment Bonds Series 2020 (District #2 Pod C-2020 Project) (the “2020 Pod C Bonds”), secured by Special Assessments levied against the assessable lands within the Pod C-2020 Assessment Area, the Special Assessment Bonds Series 2020 (District #2 Pod D Project) (the “2020 Pod D Bonds”), secured by Special Assessments levied against the assessable lands within the Pod D Assessment Area, and the Special Assessment Bonds Series 2020 (District #2 Pod E Project) (the “2020 Pod E Bonds”), secured by Special Assessments levied against the assessable lands within the Pod E Assessment Area. The anticipated sizing and terms of the 2020 Bonds are shown in Table 3.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The initial assessments for the 2020 Pod D Bonds and the 2020 Pod E Bonds will be levied on an equal basis to all acres within the Pod D Assessment Area and the Pod E Assessment Area respectively. Once platting, the recording of declaration of condominium, or other means of identifying individual lots (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties on a first assigned basis, based on the benefits they receive as shown in in Table 6 and Table 7 for the Pod D Assessment Area, and in Table 8 and Table 9 for the Pod E

Assessment Area. The Unassigned Properties, defined as gross acres within a particular assessment area that are not Assigned Properties and as a result will continue to be assessed on a per gross acre basis.

The initial assessments for the 2020 Pod C Bonds will be levied on the 39 platted lots within the Pod C-2020 Assessment Area based on the benefits they receive as shown in Table 4 and Table 5, the balance of the assessments will be levied on an equal basis to the Unassigned Properties within the Pod C-2020 Assessment Area. There are 213 lots within Pod C, which are not within the Pod C-2020 Assessment Area that have already been assigned prior debt of the District.

The Developer will provide additional infrastructure in Pod C and Pod E to reduce the amount of infrastructure financed so the per unit annual assessments in the Pod C-2020 Assessment Area and in the Pod E Assessment Area are lower than in Pod E.

If there are changes to development plan, a true-up of the assessments will be calculated to determine if a payment from the Developer is required. This process is outlined in Section 3.0 of the Master Assessment Methodology and formalized through an agreement with the Developer.

3.0 Assessment Roll

The current assessment roll is depicted in Table 10.

4.0 Additional Information

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

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

TABLE 1 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT 2020 DEVELOPMENT PROGRAM

Product Type	ERU's*	Pod C-2020 ⁽¹⁾	Pod D	Pod E	Total
SF - 40's	1.00	100	49	35	184
SF - 50's	1.15	114	107	80	301
SF - 60's	1.33	0	8	58	66
SF- 80's	1.54	0	59	0	59
Manor/Duplex	0.89	0	0	26	26
Total Residential		214	223	199	636

(1) Nine of the planned 40' lots shown in Pod C are on a parcel of land, the Murphy Parcel, which has not yet been annexed into District #2.

* From Mater Assessment Methodology

Note: Unit mix is subject to change based on marketing and other factors.

TABLE 2 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES

INFRASTRUCTURE	Pod C-2020 Project	Pod D Project	Pod E Project	Total
Roadways				\$ -
Stormwater Management				\$ -
Water/Sewer/Undergrounding Differential				\$ -
Streetlights & Landscaping				\$ -
Amenities				\$ -
Professional Fees				\$ -
Total	\$ 6,420,000	\$ 6,690,000	\$ 5,970,000	\$ 19,080,000

Information provided by AECOM Technical Services, Inc.

TABLE 3 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT BOND ALLOCATION

	Series 2020 Pod C-2020 Bonds	Series 2020 Pod D Bonds	Series 2020 Pod E Bonds	Series 2020 Bonds Total
Sources				
Par Amount*	\$ 3,615,000	\$ 5,000,000	\$ 3,565,000	\$ 12,180,000
Net Premium(Discount)	\$ -	\$ -	\$ -	\$ -
	\$ 3,615,000	\$ 5,000,000	\$ 3,565,000	\$ 12,180,000

Uses:

Construction Funds	\$ 3,270,676	\$ 4,524,693	\$ 2,907,259	\$ 10,702,628
Debt Service Reserve	\$ 107,000	\$ 148,028	\$ 213,815	\$ 468,843
Capitalized Interest	\$ 101,143	\$ 139,926	\$ 306,699	\$ 547,768
Cost of Issuance	\$ 136,181	\$ 187,353	\$ 137,227	\$ 460,761
Underwriter's Discount	\$ -	\$ -	\$ -	\$ -
	\$ 3,615,000	\$ 5,000,000	\$ 3,565,000	\$ 12,180,000

Bond Terms:

Average Coupon	4.20%	4.20%	4.30%
Amortization (years)	30	30	30
Capitalized Interest through:	11/1/2020	11/1/2020	11/1/2021
Debt Service Reserve	50%	50%	100%

TABLE 4 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF INFRASTRUCTURE COSTS - POD C-2020 ASSESSMENT AREA

Product Type	Units ⁽¹⁾	ERU's	Total EU's	Percentage of Total EU's	Costs Allocated	Costs per Unit
SF - 40's	100	1.00	100	43.27%	\$ 2,778,018	\$ 27,780.18
SF - 50's	114	1.15	131	56.73%	\$ 3,641,982	\$ 31,947.21
SF - 60's	0	1.33	0	0.00%	\$ -	\$ -
SF - 80's	0	1.54	0	0.00%	\$ -	\$ -
Manor/Duplex	0	0.89	0	0.00%	\$ -	\$ -
TOTAL			231	100%	\$ 6,420,000	

(1) Nine of the planned 40' lots shown in Pod C-2020 are on a parcel of land, the Murphy Parcel, which has not yet been annexed into District #2.

TABLE 5
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF SERIES 2020 (Pod C-2020) - POD C-2020 ASSESSMENT AREA

Product Type	Units ⁽¹⁾	Costs by Product Type	Costs Financed**	Costs Financed per Lot**	Allocation of Par by Product Type	Par per Unit	Allocation of Annual Assessment by Product Type*	Annual Assessment per Unit*
SF - 40's	100	\$ 2,778,018	\$ 1,528,353	\$ 15,284	\$ 1,689,252	\$ 16,893	\$ 100,000	\$ 1,000
SF - 50's	114	\$ 3,641,982	\$ 1,742,323	\$ 15,284	\$ 1,925,748	\$ 16,893	\$ 114,000	\$ 1,000
SF - 60's	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SF - 80's	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manor/Duplex	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	214	\$ 6,420,000	\$ 3,270,676		\$ 3,615,000		\$ 214,000	

(1) Nine of the planned 40' lots shown in Pod C-2020 are on a parcel of land, the Murphy Parcel, which has not yet been annexed into District #2.

* This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%.

** Infrastructure not financed by the Series 2020 bonds will be provided by the developer.

TABLE 6 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF INFRASTRUCTURE COSTS - POD D ASSESSMENT AREA

Product Type	Units	ERU's	Total EU's	Percentage of Total EU's	Costs Allocated	Costs per Unit
SF - 40's	49	1.00	49	17.91%	\$ 1,198,355	\$ 24,456.22
SF - 50's	107	1.15	123	44.98%	\$ 3,009,338	\$ 28,124.66
SF - 60's	8	1.33	11	3.89%	\$ 260,214	\$ 32,526.78
SF - 80's	59	1.54	91	33.22%	\$ 2,222,092	\$ 37,662.58
Manor/Duplex	0	0.89	0	0.00%	\$ -	\$ -
TOTAL	223		274	100%	\$ 6,690,000	

TABLE 7
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF SERIES 2020(Pod D) - POD D ASSESSMENT AREA

Product Type	Units	Costs by Product Type	Costs Financed**	Costs Financed per Lot**	Allocation of Par by Product Type	Par per Unit	Allocation of Annual Assessment by Product Type*	Annual Assessment per Unit*
SF - 40's	49	\$ 1,198,355	\$ 810,492	\$ 16,541	\$ 895,632	\$ 18,278	\$ 53,031	\$ 1,082
SF - 50's	107	\$ 3,009,338	\$ 2,035,326	\$ 19,022	\$ 2,249,132	\$ 21,020	\$ 133,174	\$ 1,245
SF - 60's	8	\$ 260,214	\$ 175,992	\$ 21,999	\$ 194,480	\$ 24,310	\$ 11,515	\$ 1,439
SF - 80's	59	\$ 2,222,092	\$ 1,502,883	\$ 25,473	\$ 1,660,757	\$ 28,148	\$ 98,335	\$ 1,667
Manor/Duplex	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	223	\$ 6,690,000	\$ 4,524,693		\$ 5,000,000		\$ 296,056	

* This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%.

** Infrastructure not financed by the Series 2020 bonds will be provided by the developer.

TABLE 8 VERANO #2 COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF INFRASTRUCTURE COSTS - POD E ASSESSMENT AREA

Product Type	Units	ERU's	Total EU's	Percentage of Total EU's	Costs Allocated	Costs per Unit
SF - 40's	35	1.00	35	15.40%	\$ 919,351	\$ 26,267.16
SF - 50's	80	1.15	92	40.48%	\$ 2,416,579	\$ 30,207.23
SF - 60's	58	1.33	77	33.94%	\$ 2,026,249	\$ 34,935.32
SF - 80's	0	1.54	0	0.00%	\$ -	\$ -
Manor/Duplex	26	0.89	23	10.18%	\$ 607,822	\$ 23,377.77
TOTAL	199		227	100%	\$ 5,970,000	

TABLE 9
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF SERIES 2020(Pod E) - POD E ASSESSMENT AREA

Product Type	Units	Costs by Product Type	Costs Financed**	Costs Financed per Lot**	Allocation of Par by Product Type	Par per Unit	Allocation of Annual Assessment by Product Type*	Annual Assessment per Unit*
SF - 40's	35	\$ 919,351	\$ 447,704	\$ 12,792	\$ 548,992	\$ 15,685	\$ 32,926	\$ 941
SF - 50's	80	\$ 2,416,579	\$ 1,176,821	\$ 14,710	\$ 1,443,066	\$ 18,038	\$ 86,550	\$ 1,082
SF - 60's	58	\$ 2,026,249	\$ 986,739	\$ 17,013	\$ 1,209,979	\$ 20,862	\$ 72,570	\$ 1,251
SF - 80's	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Manor/Duplex	26	\$ 607,822	\$ 295,996	\$ 11,384	\$ 362,962	\$ 13,960	\$ 21,769	\$ 837
TOTAL	199	\$ 5,970,000	\$ 2,907,259		\$ 3,565,000		\$ 213,815	

* This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%.

** Infrastructure not financed by the Series 2020 bonds or contributed in lieu of assessments will be provided by the developer.

TABLE 10
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL

Assessment Area	Lot	Plat	Product	Series 2020 Pod C Bonds Par Amount	Series 2020 Pod D Bonds Par Amount	Series 2020 Pod E Bonds Par Amount	2020 Annual Assessment*
Pod C-2020	25	1	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	194	1	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	195	1	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	197	1	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	95	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	96	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	97	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	98	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	99	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	117	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	118	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	119	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	120	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	121	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	122	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	211	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	314	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	315	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	316	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	350	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	351	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	352	2	SF - 40's	\$ 16,893		\$	1,000
Pod C-2020	353	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	354	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	355	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	356	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	357	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	358	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	359	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	360	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	361	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	362	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	363	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	364	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	365	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	366	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	367	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	368	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020	369	2	SF - 50's	\$ 16,893		\$	1,000
Pod C-2020 Unassigned*	see attached			\$ 2,956,192		\$	175,000
Total Pod C-2020				\$ 3,615,000		\$	214,000
Pod D	see attached				\$ 5,000,000		\$ 296,056
Pod E	see attached					\$ 3,565,000	\$ 213,815

(1) Nine of the planned 40' lots shown in Pod C-2020 are on a parcel of land, the Murphy Parcel, which has not yet been annexed into District #2.
 * This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%.

JOINT RESOLUTION NO. 2020-02

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT, VERANO #2 COMMUNITY DEVELOPMENT DISTRICT (THE "ISSUER"), VERANO #1 COMMUNITY DEVELOPMENT DISTRICT, VERANO #3 COMMUNITY DEVELOPMENT DISTRICT, VERANO #4 COMMUNITY DEVELOPMENT DISTRICT, AND VERANO #5 COMMUNITY DEVELOPMENT DISTRICT (THE "ADMINISTRATION DISTRICT") AUTHORIZING THE ISSUANCE BY THE ISSUER OF ITS NOT EXCEEDING \$4,765,000 SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD C - 2020 PROJECT), ITS NOT EXCEEDING \$6,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD D PROJECT), AND ITS NOT EXCEEDING \$5,100,000 SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD E PROJECT) (COLLECTIVELY, THE "BONDS"); DETERMINING THE NEED FOR A NEGOTIATED SALE OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH SUPPLEMENTAL TRUST INDENTURE, A SEVENTH SUPPLEMENTAL TRUST INDENTURE, AND A EIGHTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM WITH RESPECT TO THE BONDS; APPROVING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM AND A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO THE BONDS; APPROVING AND AUTHORIZING ANY NECESSARY SUPPLEMENTS AND MODIFICATIONS TO THE APPLICABLE ASSESSMENT METHODOLOGY REPORT AND THE ENGINEER'S REPORT; AUTHORIZING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS OF THE ISSUER AND ADMINISTRATION DISTRICT TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verano Center Community Development District (the "Center District"), the Verano #1 Community Development District ("District #1"), the Verano #2 Community Development District ("District #2" or the "Issuer"), the Verano #3 Community Development District ("District #3"), the Verano #4 Community Development District ("District #4"), the Verano #5 Community Development District ("District #5") and, together with the

Center District, are collectively referred to as “Districts,” are each local units of special purpose government organized and existing in accordance with the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, as amended (the “CDD Act”) created by Ordinances No. 05-17, 05-19, 05-20, 05-21 and 05-22, respectively (collectively, the “Ordinances”) all enacted by the City Council of the City of Port St. Lucie (the “City”) on April 25, 2005; and

WHEREAS, each District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the Districts have decided, in the manner provided herein and the Interlocal Agreement (as defined below) to undertake the design, acquisition, construction and certain ongoing operations and maintenance costs of certain public infrastructure improvements and related incidental costs, pursuant to the CDD Act all as set forth in that certain Master Engineer’s Report for the Public Infrastructure serving the Verano Community Development Districts (the “Master Engineer’s Report”), as prepared by AECOM Technical Services, Inc. (the “Districts’ Engineer”); and

WHEREAS, pursuant to Joint Resolution No. 2015-05 (“Initial Bond Resolution”) adopted by the respective Boards of Supervisors of the Districts (herein, “District Boards”) on April 9, 2015, the Districts authorized not exceeding principal amount of \$469,400,000 Special Assessment Bonds to be issued in multiple series to finance all or a portion of the public infrastructure determined to be necessary to develop the Districts (collectively, the “Public Infrastructure”); and

WHEREAS, pursuant to the Initial Bond Resolution, the Districts approved and entered into that certain Amended and Restated Interlocal Agreement (herein, the “Interlocal Agreement”) and pursuant to the terms and provisions thereof, each of the Districts are authorized to serve as an issuer (the “Issuer”) and issue one or more series of Bonds to finance portions of the Public Infrastructure and any District may be designated to act as the Administration District on behalf of the applicable Issuer and the other Districts; and

WHEREAS, pursuant to this Resolution, the Districts have designated District #2 to serve as the Issuer of the herein described Bonds and pursuant to Joint Resolutions No. 2019-04, No. 2019-05 and No. 2019-06, all adopted on April 18, 2019, for District #5 to initially serve as the Administration District and District #2 and District #5 hereby accept such appointments by joining in the adoption of this Resolution; and

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

WHEREAS, the Issuer has determined to issue its Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project) (the “Pod C - 2020 Bonds”) in the principal amount not exceeding \$4,765,000, for the purpose of providing funds for the costs of financing a portion of the Public Infrastructure determined necessary for the development of a portion of Pod C not previously financed, such Pod C Bonds to be issued pursuant to that certain Master Trust Indenture dated as of June 1, 2015 by and between the Districts and U.S. Bank National Association, as trustee (the “Trustee”) and the herein defined Sixth Supplemental Trust Indenture by and between the Issuer and the Trustee (collectively, the “Pod C Applicable Indenture”); and

WHEREAS, the Issuer has determined to issue its Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the “Pod D Bonds”) in the principal amount not exceeding \$6,000,000, for the purpose of providing funds for the costs of financing a portion of the Public Infrastructure determined necessary for the development of Pod D, such Pod D Bonds to be issued pursuant to that certain Master Trust Indenture dated as of June 1, 2015 by and between the Districts and U.S. Bank National Association, as trustee (the “Trustee”) and the herein defined Seventh Supplemental Trust Indenture by and between the Issuer and the Trustee (collectively, the “Pod D Applicable Indenture”); and

WHEREAS, the Issuer has determined to issue its Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the “Pod E Bonds”) in the principal amount not exceeding \$5,100,000, for the purpose of providing funds for the costs of financing a portion of the Public Infrastructure determined necessary for the development of Pod E, such Pod E Bonds to be issued pursuant to that certain Master Trust Indenture dated as of June 1, 2015 by and between the Districts and U.S. Bank National Association, as trustee (the “Trustee”) and the herein defined Eighth Supplemental Trust Indenture by and between the Issuer and the Trustee (collectively, the “Pod E Applicable Indenture”); and

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

(i) a Bond Purchase Contract by and between FMSbonds, Inc. (the “Underwriter”) and the Issuer, together with the form of a disclosure statement attached thereto pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Purchase Contract”);

(ii) a draft copy of the Preliminary Limited Offering Memorandum with respect to the Bonds attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”); and

(iii) a draft copy of a Continuing Disclosure Agreement, among the Issuer, the dissemination agent named therein, and Verano Development LLC, as the developer (together with its permitted successors and assigns, the “Developer”) of the development within the boundaries of the Districts (the “Development”) substantially in the form attached hereto as Exhibit C (the “Continuing Disclosure Agreement”); and

(iv) draft copies of a Sixth Supplemental Trust Indenture, Seventh Supplemental Trust Indenture, and Eighth Supplemental Trust Indenture, each by and between the Issuer and the Trustee substantially in the forms attached hereto as Composite Exhibit D.

NOW, THEREFORE, BE IT RESOLVED by the District Boards as follows:

Section 1. Negotiated Sale. Based upon the reasons stated below, the Issuer hereby finds it is necessary and in the best interest of the Issuer that the Bonds, in the aggregate principal amount of not exceeding \$15,865,000, be sold on a negotiated basis;

(a) because of the complexity of the financing structure of the Bonds, and the institutional market for unrated securities such as the Bonds, it is desirable to sell the Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(b) because of changing market conditions for tax-exempt securities and the necessity of being able to adjust the terms of the Bonds, it is in the best interests of the Issuer to sell the Bonds by a negotiated sale; and

(c) because the Underwriter has participated in structuring the issuance of the Bonds and can assist the Issuer in attempting to obtain the most attractive financing for the Issuer.

The Issuer hereby further finds that it will not be adversely affected if the Bonds are not sold pursuant to a competitive sale.

Section 2. Sale of the Bonds. Subject to the parameters provided in the last sentence of this Section 2, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price for the Bonds to be established pursuant to the parameters set forth below and on the terms and conditions set forth in the Purchase Contract are hereby approved and adopted by the Issuer in substantially the form presented. Subject to below, the Chairman or, in his absence, any other member of the Board of Supervisors of the Issuer (herein, the "Issuer Board") is each hereby authorized to execute and deliver on behalf of the Issuer, and the Secretary of the Issuer Board is hereby authorized (if so required) to affix the seal of the Issuer and attest to the execution of the Purchase Contract in substantially the form presented at this meeting, with such changes, modifications, insertions and deletions as may be approved by the member of the Issuer Board executing the same, such execution to be conclusive evidence of the approval by the Issuer of the final forms thereof. The disclosure statements of the Underwriter, as required by Section 218.385 of the Florida Statutes, to be delivered to the Issuer prior to the execution of the Purchase Contract, a form of which is attached as an exhibit to the Purchase Contract, will be entered into the official records of the Issuer. The Purchase Contract, when in final form as determined by counsel to Issuer, may be executed by the Issuer without further action provided that (i) the Bonds mature not later than the statutory permitted period (currently 30 years not counting any capitalized interest period), (ii) the initial principal amount of the Bonds does not exceed \$15,865,000, (iii) the average coupon on the Bonds does not exceed 6.00%, (iv) the purchase price for the Bonds shall be no less than 98% (excluding original issue discount and underwriter's counsel fees) and (v) the no call period by which the Bonds will be optionally redeemed at a redemption price of 100% of the principal amount of the Bonds to be optionally redeemed shall not extend past November 1, 2032.

Section 3. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum. The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Purchase Contract, is hereby approved. The Issuer hereby authorizes the execution of the Limited Offering Memorandum and the Issuer hereby authorizes the Limited Offering Memorandum when in final form and the information contained therein to be used in connection with the limited offering and sale of the

Bonds. The Issuer hereby authorizes and consents to the use by the Underwriter of the Preliminary Limited Offering Memorandum. The final form of the Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the Issuer. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by the Bond Counsel and counsel to the Issuer and Administration District. The Chairman (or, in his absence, any other member of the Issuer Board) is hereby further authorized to execute and deliver on behalf of the Issuer, the Limited Offering Memorandum and any amendments or supplements thereto, with such changes, modifications and deletions as the member of the Issuer Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Issuer, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Issuer. The Issuer hereby authorizes the Chairman (or in his absence, any other member of the Issuer Board) to deem "final" the Preliminary Limited Offering Memoranda except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute certificates in that regard.

Section 4. Details of the Bonds. The proceeds of the Bonds of each Series shall be applied in accordance with the provisions of the Pod C Applicable Indenture, Pod D Applicable Indenture and the Pod E Applicable Indenture (collectively, the "Applicable Indentures"). Subject to the provisions of Section 2 above, the Bonds shall be dated the date determined by the Underwriter, mature in the years and in the amounts, bear interest at such rates, and be subject to redemption, all as provided in the Applicable Indentures. The execution of the Applicable Indentures shall constitute approval of such final terms as set forth in this Section 4. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution shall not exceed \$15,865,000.

Section 5. Continuing Disclosure Agreement. The Board does hereby authorize and approve the execution and delivery of the Continuing Disclosure Agreement by the Chairman or any other member of the Issuer Board substantially in the form presented to this meeting and attached hereto as Exhibit C, with such changes, modifications, insertions and deletions as may be approved by the member of the Issuer Board executing the same, such execution to be conclusive evidence of the approval by the Issuer of the final form thereof. The Continuing Disclosure Agreement is being executed by the parties thereto in order to assist the Underwriter in the marketing of the Bonds. Governmental Management Services - South Florida, LLC is hereby appointed the dissemination agent.

Section 6. Master Trust Indenture and Applicable Indentures. The Issuer Board hereby authorizes the use of the Master Trust Indenture along with the Applicable Indentures to issue each Series of Bond. The Chairman or any other member of the Issuer Board is authorized to execute the Sixth Supplemental Trust Indenture, the Seventh Supplemental Trust Indenture and the Eighth Supplemental Trust Indenture substantially in the forms attached hereto as Composite Exhibit D, with such changes, modifications, insertions and deletions as may be approved by the member of the Issuer Board executing the same, such execution to be conclusive evidence of the approval by the Issuer of the final forms thereof. The Applicable Indentures shall provide for the security of each respective Series of Bonds and express the contract between the Issuer and the Owners of such Bonds.

Section 7. Authorization and Ratification of Prior Acts. All actions previously taken by or on behalf of Issuer, the Administration District and the other Districts in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

Section 8. Book-Entry Only Registration System. The registration of the Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 9. Assessment Methodology Report. The Issuer Board and the Board of Supervisors of the Administration District (the "Administration Board" and, together with the Issuer Board, the "Applicable Boards") hereby approves and accepts the Fourth Supplemental Assessment Methodology relating to the financing of the District #2 Pod C – 2020 Project prepared by Governmental Management Services - South Florida, LLC, as the Methodology Consultant. The Board also authorizes further modifications and supplements to the prior Assessment Methodology Reports relating to Pod D and Pod E to conform such reports to the final terms of the Bonds.

Section 10. Engineer's Report. The Applicable Boards approve and accept that certain Supplemental Engineer's Report for the Pod C Project, the Pod D Project, and the Pod E Project (collectively, the "2020 Projects") prepared by the District's Engineer. The Applicable Boards also authorize further revisions and supplements to such Supplemental Engineer's Report with respect to the Bonds and the 2020 Projects.

Section 11. Further Official Action. The Chairman, the Secretary and each member of the Applicable Boards and any other proper official or member of the professional staff of the Issuer or the Administration District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by the Initial Bond Resolution, this Resolution, the Applicable Indentures, and any other document authorized or contemplated by this Resolution. In the event that the Chairman or the Secretary of the Applicable Boards is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the Issuer or the Administration District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the Issuer to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 12. Other Districts. District #1, District #3, District #4 and District #5 join in the adoption of this Resolution to designate District #2 and the Center District to act as the Issuer and the Administration District, respectively, and for such Districts, consistent with the terms of the Interlocal Agreement, to do all things contemplated by the Initial Bond Resolution, this Resolution and the Applicable Indentures.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of each of the following Community Development Districts, this ____ day of February, 2020.

**VERANO CENTER COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

ATTEST:

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

**VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

**VERANO #1 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

**VERANO #3 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

**VERANO #4 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

**VERANO #5 COMMUNITY
DEVELOPMENT DISTRICT, as the
Administration District**

By: _____
Name: John Csapo
Title: Chairman, Board of Supervisors

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

EXHIBIT A

FORM OF BOND PURCHASE CONTRACT

EXHIBIT B

DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

**FORMS OF THE SIXTH , SEVENTH, AND
EIGHTH SUPPLEMENTAL TRUST INDENTURES**

36378224v4/999903.000124

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
(CITY OF PORT ST. LUCIE, FLORIDA)**

\$ _____
Special Assessment Bonds,
Series 2020
(District #2 Pod C – 2020 Project)

\$ _____
Special Assessment Bonds,
Series 2020
(District #2 Pod D Project)

\$ _____
Special Assessment Bonds,
Series 2020
(District #2 Pod E Project)

BOND PURCHASE CONTRACT

_____, 2020

Board of Supervisors
Verano #2 Community Development District
City of Port St. Lucie, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Verano #2 Community Development District (the "District"). The District is located entirely within the City of Port St. Lucie, Florida (the "City"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$ _____ aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$ _____ aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$ _____ aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, shall be subject to redemption prior to maturity and shall be subject to the limitation on additional obligations, all as provided in Exhibit B attached hereto. The purchase price for the Series 2020 Pod C Bonds shall be \$ _____ (representing the \$ _____ aggregate principal amount of the Series 2020 Pod C Bonds, [plus/less net original issue premium/discount of \$ _____ and] and less an underwriter's discount of \$ _____).

The purchase price for the Series 2020 Pod D Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Series 2020 Pod D Bonds, [plus/less net original issue premium/discount of \$_____ and] and less an underwriter's discount of \$_____). The purchase price for the Series 2020 Pod E Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Series 2020 Pod E Bonds, [plus/less net original issue premium/discount of \$_____ and] less an underwriter's discount of \$_____). The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) are hereinafter referred to as the "Closing."

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act") and Ordinance No. 05-18 of the City Council of the City, adopted on April 25, 2005, as amended by Ordinance No. 06-08 adopted on February 13, 2006, to change the name of the District (collectively, the "Ordinance"). The Bonds are being issued pursuant to the Act, the Amended and Restated District Interlocal Agreement dated as of April 9, 2015, as amended, by and among the District and the Other Districts (as defined herein) (the "Interlocal Agreement"), and Joint Resolution No. 2015-05 and Joint Resolution No. 2020-03, adopted by the respective Boards of Supervisors of each of the Districts (as defined herein) on April 9, 2015, and January 30, 2020, respectively (collectively, the "Bond Resolution"), and secured pursuant to the provisions of a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture"), by and between the Districts and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented with respect to the Series 2020 Pod C Bonds by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod C Indenture"), as supplemented with respect to the Series 2020 Pod D Bonds by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod D Indenture"), and as supplemented with respect to the Series 2020 Pod E Bonds by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod E Indenture"), with each Supplemental Indenture being entered into by and between the District and the Trustee. The Pod C Indenture, the Pod D Indenture and the Pod E Indenture are collectively referred to as the "Indentures."

The "Other Districts" shall mean the Verano Center Community Development District (the "Center District"), Verano #1 Community Development District ("District #1"), Verano #3 Community Development District ("District #3"), Verano #4 Community Development District ("District #4"), and Verano #5 Community Development District ("District #5"). The District and the Other Districts are sometimes collectively referred to as the "Districts." The Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments (collectively, the "Series 2020 Special Assessments"), comprising the Series 2020 Pod C Pledged Revenues, Series 2020 Pod D Pledged Revenues and Series 2020 Pod E Pledged Revenues, respectively (collectively, the "Series 2020 Pledged Revenues"), have been, or will be prior to the time of Closing, levied on the lands in the Pod C - 2020 Assessment Area, Pod D Assessment Area and Pod E Assessment Area, respectively, which are the respective lands

specially benefited by the Public Infrastructure pursuant to the Assessment Resolutions (as such terms are defined in the applicable Supplemental Indentures).

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

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

(b) Except as otherwise indicated in Exhibit B, the District will treat the first price at which 10% of each maturity of each Series of the Bonds (the "10% test") is sold to the public as the issue price of that maturity of that Series. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of any Series of the Bonds, the Underwriter agrees to promptly report to the District the prices at which the Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Securities.

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

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

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

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity of that Series, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity of that Series, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if

applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Underwriter acknowledges that sales of any Bond to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

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

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

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

4. **Use of Documents.** Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated February ___, 2020 (the "Preliminary Limited Offering Memorandum"), of the District, relating to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Bonds. The District shall approve the delivery, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date and in sufficient time to allow the Underwriter to comply with all requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the

"MSRB"), a final Limited Offering Memorandum (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the Bonds. The Underwriter recognizes that the Limited Offering Memoranda will be provided only in electronic format.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indentures, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the Districts, Verano Development LLC, a Delaware limited liability company (the "Developer"), Governmental Management Services - South Florida, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent"), the Trustee and the District Manager, in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix F thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents" and (b) [the Agreement to Dedicate and Complete Public Infrastructure by and between the Developer and District #1, as predecessor to the District, dated as of June 30, 2015 (the "Completion Agreement"), the Collateral Assignment and Assumption of Development Rights Relating to the 2020 District #2 Projects, by and between the District and the Developer dated as of the Closing Date, in recordable form (the "Collateral Assignment"), the Improvement Acquisition Agreement – 2020 District #2 Projects, by and between the District and the Developer dated as of the Closing Date (the "Acquisition Agreement"), and the True Up Agreement, by and between the Developer, the Center District and District #1 as predecessor to the District, dated as of June 30, 2015, recorded in Official Records Book 376, Page 2407 and re-recorded in Official Records Book 3765, Page 625, both of the Public Records of St. Lucie County, Florida (the "True Up Agreement"), are collectively referred to herein as the "Ancillary Agreements."]

6. Representations, Warranties and Agreements. The District, on behalf of itself and, as applicable, the Other Districts, hereby represents, warrants and agrees as follows:

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

(b) Each District has full legal right, power and authority to adopt the Bond Resolution and to enter into the Interlocal Agreement, and the District has full legal right, power and authority to adopt the Assessment Resolutions;

(c) The District, on behalf of itself and, as applicable, the Other Districts, has full legal right, power and authority to: (i) enter into the Financing Documents and Ancillary Agreements to which each District is a party; (ii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iii) apply the proceeds of the sale of the Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (iv) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (v) carry out and consummate the transactions

contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Interlocal Agreement, the Ancillary Agreements, and the Limited Offering Memoranda. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Interlocal Agreement, the Financing Documents, the Ancillary Agreements and the Bonds. The Other Districts, as applicable, have complied, and on the Closing Date will be in compliance, in all material respects with the obligations on their respective parts contained in the Bond Resolution, the Master Indenture and the Interlocal Agreement;

(d) At meetings of the Board of each District that were duly called and noticed and at which a quorum was present and acting throughout, the Board of each District duly adopted the Bond Resolution and the Assessment Resolutions (with respect to the District) and duly authorized the execution of the Interlocal Agreement, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Bonds. By all necessary official Board action, District #1 has duly authorized and approved the execution and delivery of the Completion Agreement and the True-Up Agreement, and the District, by all necessary official Board action, has assumed the rights and obligations of District #1 thereunder with respect to the Bonds. Upon execution and delivery by the District, the Trustee (and assuming the due authorization, execution and delivery of the Indentures by the Trustee) and, as to the Master Indenture, joinder of all the Districts and, as to the Supplemental Indentures, joinder by District #5, the Indentures will constitute legal, valid and binding obligations of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District (or its predecessors, as applicable) and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Documents will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(e) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of the District's knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture,

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

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

(g) The descriptions of the Bonds, the Interlocal Agreement, the Financing Documents, the Ancillary Agreements and the Public Infrastructure to the extent referred to in the Preliminary Limited Offering Memorandum (except for Permitted Omissions), conform in all material respects to the Bonds, the Interlocal Agreement, the Financing Documents, the Ancillary Agreements and the Public Infrastructure, respectively;

(h) The Bonds, when issued, executed and delivered in accordance with the Indentures and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, in accordance with the Interlocal Agreement and entitled to the benefits of the Indentures, and upon such issuance, execution and delivery of the Bonds, the Indentures will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2020 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indentures will have been complied with or fulfilled;

(i) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District or any of the Other Districts: (i) contesting the corporate existence or powers of the Board of such District or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Preliminary Limited Offering Memorandum or the collection of Series 2020 Special Assessments or the pledge of and lien on the Series 2020 Pledged Revenues, pursuant to the Indentures; (iii) contesting or affecting specifically as to the Districts, or any of them, the validity or enforceability of the Act, the Interlocal Agreement or any action of the Districts in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Public Infrastructure, the Bond Resolution, the Assessment Resolutions, the Ancillary Agreements and the Financing Documents to which the Districts, or any of them, are a party, or the application of the proceeds of the Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or any supplement or amendment thereto;

(j) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District and District #5, as applicable, will use their best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that neither the District nor District #5 shall not be required to incur any costs or execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(k) As of its date (unless an event occurs of the nature described in paragraph (m) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (as it relates to the Developer only) and "UNDERWRITING";

(l) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (m) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (as it relates to the Developer only) and "UNDERWRITING";

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

(n) Since the date of the Preliminary Limited Offering Memorandum, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the Districts, except as disclosed in writing to the Underwriter, and the Districts have not incurred liabilities that would materially adversely affect their ability to discharge their respective obligations under the Bond Resolution, the Assessment Resolutions, the Interlocal Agreement, the Bonds, the Ancillary Agreements or the Financing Documents direct or contingent, other than as set forth in or contemplated by the Preliminary Limited Offering Memorandum;

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

(p) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the Districts have never failed to comply with any continuing disclosure obligations undertaken by the Districts in accordance with the continuing disclosure requirements of the Rule;

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

(r) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds, notes or other obligations payable from the Series 2020 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on _____, 2020 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Interlocal Agreement, the Indentures, the Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Interlocal Agreement, the Indentures and the Limited Offering

Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

(3) An executed copy of the Interlocal Agreement certified by the Secretary or an Assistant Secretary of the Board of each District under seal as having been duly adopted by the Board of such District and as being in full force and effect;

(4) Executed copies of each of the Financing Documents and the Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(5) The opinions, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the forms included in the Preliminary Limited Offering Memorandum as Appendix C or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinions addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinions were addressed to them;

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

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, Bond Counsel, and the Underwriter, of Gonano & Harrell, counsel to the District, in the form annexed as Exhibit D hereto or otherwise in form and substance acceptable to Bond Counsel, the Underwriter and Underwriter's Counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to

the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

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

(10) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, and the Underwriter, of Gunster, Yoakley & Stewart, P.A., counsel to the Developer, in form and substance acceptable to the Underwriter and Underwriter's counsel;

(11) Certificate of Verano Development LLC, a Delaware limited liability company (the "Developer"), dated as of the Closing Date, in the form annexed as Exhibit E hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(12) A copy of the Ordinance;

(13) A certificate, dated as of the Closing Date, signed by the Chair or Vice-Chair and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District, on behalf of itself and as applicable, the Other Districts, contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the Districts, as applicable, have performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the Districts have never been in default as to principal or interest with respect to any obligation issued or guaranteed by any of the Districts; (iv) the District agrees to take, or cause District #5 in accordance with the Interlocal Agreement to take, all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2020 Special Assessments as described in the Indentures; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE" (as it relates to the Developer only) and "UNDERWRITING" as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(14) A customary signature and no litigation certificate for the District, dated as of the Closing Date, signed on behalf of the District by the Chair or Vice-

Chair and Secretary or an Assistant Secretary of the Board of such District in form and substance acceptable to the Underwriter and Underwriter's Counsel;

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

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

(17) Executed copies of Internal Revenue Service Form 8038-G relating to each Series of the Bonds;

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

(19) A certificate of the District manager and methodology consultant in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(20) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of the Rule as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

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

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

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

(24) A certified copy of the final judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for St. Lucie County, validating the Bonds and appropriate certificate of no-appeal;

(25) A copy of the Special Assessment Methodology Report relating to the Bonds in form and substance acceptable to the Underwriter;

(26) A copy of the Engineer's Report in form and substance acceptable to the Underwriter;

(27) Acknowledgments in recordable form by any mortgage holder on lands within the respective Assessment Areas as to the superior lien of the

applicable Special Assessments in form and substance acceptable to the Underwriter;

(28) A Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record by the Developer with respect to all real property which is subject to any of the Series 2020 Special Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement;

(30) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter for the Bonds; and

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

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

9. **Termination**. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal

Revenue Service or the Chair or Vice-Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the Districts or the Developer have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Districts or the Developer, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fail to perform any action to be performed by the District in connection with the levy of the Series 2020 Pod C Special Assessments, the Series 2020 Pod D Special Assessments or the Series 2020 Pod E Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the Consulting Engineer, the Underwriter, Underwriter's Counsel, the District's methodology consultant, the Consulting Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the 2017 Bonds.

The District shall record all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

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

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

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Governmental Management Services – South Florida, LLC, 5285 N. Nob Hill Road, Sunrise, Florida 33351, Attention: Richard Hans, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

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

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

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

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

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

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

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

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

Accepted and agreed to this
_____ day of _____, 2020.

**VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
_____,
_____, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

_____, 2020

Verano #2 Community Development District
City of Port St. Lucie, Florida

Re: Verano #2 Community Development District \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2020 Bonds"), FMSbonds, Inc. (the "Underwriter"), having purchased the Series 2020 Bonds pursuant to a Bond Purchase Contract dated _____, 2020 (the "Bond Purchase Contract"), by and between the Underwriter and Verano #2 Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Series 2020 Bonds:

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract is approximately \$_____ per \$1,000.00 or \$_____.
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Bonds are: None. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2020 Bonds are set forth in Schedule I attached hereto.
3. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
4. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.

5. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Series 2020 Bonds.

The District is proposing to issue \$_____ aggregate amount of the Series 2020 Pod C Bonds. Proceeds of the Series 2020 Pod C Bonds will be used to provide funds for (i) the Costs of acquiring the District #2 Pod C – 2020 Project, (ii) the payment of interest on the Series 2020 Pod C Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod C Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod C Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ (____) years and _____ (____) months. At a net interest cost of approximately _____% for the Series 2020 Pod C Bonds, total interest paid over the life of the Series 2020 Pod C Bonds will be \$_____.

The District is proposing to issue \$_____ aggregate amount of the Series 2020 Pod D Bonds. Proceeds of the Series 2020 Pod D Bonds will be used to provide funds for (i) the Costs of acquiring the District #2 Pod D Project, (ii) the payment of interest on the Series 2020 Pod D Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod D Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod D Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ (____) years and _____ (____) months. At a net interest cost of approximately _____% for the Series 2020 Pod D Bonds, total interest paid over the life of the Series 2020 Pod D Bonds will be \$_____.

The District is proposing to issue \$_____ aggregate amount of the Series 2020 Pod E Bonds. Proceeds of the Series 2020 Pod E Bonds will be used to provide funds for (i) the Costs of acquiring the District #2 Pod E Project, (ii) the payment of interest on the Series 2020 Pod E Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod E Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod E Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ (____) years and _____ (____) months. At a net interest cost of approximately _____% for the Series 2020 Pod E Bonds, total interest paid over the life of the Series 2020 Pod E Bonds will be \$_____.

The source of repayment for the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds are the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments, respectively, imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2020 Bonds will result in approximately \$_____ of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Series 2020 Bonds were not issued, the District would not have levied the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments.

The address of the Underwriter is:

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

Sincerely,

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

SCHEDULE I

Series 2020 Pod C Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	

Series 2020 Pod D Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	

Series 2020 Pod E Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** The purchase price for the Series 2020 Pod C Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Series 2020 Pod C Bonds, [plus/less net original issue premium/discount of \$_____ and] less an underwriter's discount of \$_____). The purchase price for the Series 2020 Pod D Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Series 2020 Pod D Bonds, [plus/less net original issue premium/discount of \$_____ and] less an underwriter's discount of \$_____). The purchase price for the Series 2020 Pod E Bonds shall be \$_____ (representing the \$_____ aggregate principal amount of the Series 2020 Pod E Bonds, [plus/less net original issue premium/discount of \$_____ and] less an underwriter's discount of \$_____).
2. **Principal Amounts, Maturities, Interest Rates and Prices:**

Series 2020 Pod C Bonds

\$ _____	% Term Series 2020 Pod C Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod C Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod C Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod C Bond Due November 1, 20__	- Yield: _____ % - Price _____

Series 2020 Pod D Bonds

\$ _____	% Term Series 2020 Pod D Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod D Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod D Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod D Bond Due November 1, 20__	- Yield: _____ % - Price _____

Series 2020 Pod E Bonds

\$ _____	% Term Series 2020 Pod E Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod E Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod E Bond Due November 1, 20__	- Yield: _____ % - Price _____
\$ _____	% Term Series 2020 Pod E Bond Due November 1, 20__	- Yield: _____ % - Price _____

*Priced to the first optional call date of November 1, 20__.

The Underwriter has offered the Series 2020 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of each Series of the Series 2020 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

3. **Redemption Provisions:**

Optional Redemption

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod C Bonds of a maturity to be selected by lot), at a Redemption Price equal to the

principal amount of Series 2020 Pod C Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod C Optional Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2020 Pod C Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod C Bonds is substantially level.

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod D Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod D Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod D Optional Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2020 Pod D Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod D Bonds is substantially level.

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod E Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod E Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod E Optional Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2020 Pod E Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod E Bonds is substantially level.

Mandatory Sinking Fund Redemption

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>

*

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>

*

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*

*Maturity

Upon any redemption of any of the Series 2020 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 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 2020 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption in Whole or in Part

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod C Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod C Prepayment Principal deposited into the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account and from amounts in the Series 2020 Pod C Reserve Account in excess of the Series 2020 Pod C Reserve Requirement, as described in the Sixth Supplemental Indenture, following the payment in whole or in part of Series 2020 Pod C Special Assessments on any assessable property within District #2 in accordance with the provisions of the Sixth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod C Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod C Rebate Fund, the Series 2020 Pod C Acquisition and Construction Account, and the Annexation Area Acquisition and Construction Subaccount) sufficient to pay and redeem all Outstanding Series 2020 Pod C Bonds

and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount not otherwise reserved to complete the District #2 Pod C – 2020 Project or from funds on deposit in the Annexation Acquisition and Construction Subaccount after November 1, 2020, if the Annexation Release Conditions have not been satisfied by such date and, in either case, such funds have been transferred to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account.

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod D Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod D Prepayment Principal deposited into the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account and from amounts in the Series 2020 Pod D Reserve Account in excess of the Series 2020 Pod D Reserve Requirement, as described in Seventh Supplemental Indenture, following the payment in whole or in part of Series 2020 Pod D Special Assessments on any assessable property within District #2 in accordance with the provisions of the Seventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod D Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod D Rebate Fund and the Series 2020 Pod D Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod D Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod D Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod D Project and transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account.

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod E Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod E Prepayment Principal deposited into the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account and from amounts in the Series 2020 Pod E Reserve Account in excess of the Series 2020 Pod E Reserve Requirement, as described in the Pod E Indenture, following the payment in whole or in part of

Series 2020 Pod E Special Assessments on any assessable property within District #2 in accordance with the provisions of the Eighth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod E Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod E Rebate Fund and the Series 2020 Pod E Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod E Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod E Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod E Project and transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

_____, 2020

Verano #2 Community Development District
City of Port St. Lucie, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: Verano #2 Community Development District \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to the Verano #2 Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its Bonds. In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated June 1, 2015, by and among the District, Verano Center Community Development District (the "Center District"), Verano #1 Community Development District ("District #1"), Verano #3 Community Development District ("District #3"), Verano #4 Community Development District ("District #4"), and Verano #5 Community Development District ("District #5" and, together with the Center District, District #1, District #3, and District #4, the "Other Districts"), and with respect to the Series 2020 Pod C Bonds, as supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod C Indenture") with respect to the Series 2020 Pod D Bonds, as supplemented by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod D Indenture") with respect to the Series 2020 Pod E Bonds, and as supplemented by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod E Indenture") (collectively, the "Indentures") each Supplemental Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have

reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated _____, 2020 (the "Purchase Agreement"), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

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

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

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

3. The information in the Limited Offering Memoranda under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2020 BONDS" (other than the subheading "Book-Entry Only System"), "SECURITY FOR AND SOURCES OF PAYMENT OF THE SERIES 2020 BONDS" and "APPENDIX A: COPY OF MASTER TRUST INDENTURE AND PROPOSED FORMS OF SUPPLEMENTAL INDENTURES" insofar as such statements constitute descriptions of the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein and the information under the captions "TAX MATTERS," and "AGREEMENT BY THE STATE" insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State"), and the provisions of the Internal Revenue Code of 1986, as amended (the "Code").

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

Very truly yours,

EXHIBIT D

DISTRICT COUNSEL'S OPINION

_____, 2020

Verano #2 Community Development District
Port St. Lucie, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

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

GrayRobinson, P.A.
Tampa, Florida

Re: \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project); \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project); and \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project)

Ladies and Gentlemen:

We have acted as counsel for the Verano #2 Community Development District, a community development district ("District") established pursuant to Chapter 190, Florida Statutes ("Act"), and by Ordinance No. 05-19 of the City Council of the City of Port St. Lucie, Florida ("City"), enacted on April 25, 2005, as amended by Ordinance No. 06-09 enacted on February 13, 2006, changing the name of the District (collectively, the "Ordinance"), in connection with the issuance by the District of its \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) ("Pod C Bonds"); its \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project) ("Pod D Bonds"); and its \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project) ("Pod E Bonds" and, collectively with the Pod C Bonds and the Pod D Bonds, the "2020 District #2 Bonds").

The District is contiguous with or in close proximity to five other community development districts which, together, comprise the mixed-use development known as Verano ("Development"): Verano Center Community Development District ("Center District"), Verano #1 Community Development District ("District #1"), Verano #3 Community Development District ("District #3"), Verano #4 Community Development District ("District #4") and Verano #5 Community Development District ("District #5") (each a "District" and together the "Other Districts," and

collectively with the District, the "Districts"). Each of the Other Districts is a community development district established pursuant to the Act, and by Ordinance of the City Council of the City. We have also acted as counsel to the Other Districts in connection with the issuance by the District of the 2020 District #2 Bonds.

The 2020 District #2 Bonds are being issued (i) for the payment of the Costs of acquiring or constructing portions of the Public Infrastructure (collectively, the "2020 District #2 Projects"), (ii) to fund each of the 2020 District #2 Bonds Reserve Accounts in an amount equal to the respective 2020 District #2 Bonds Reserve Requirement, and (iii) to pay the costs of issuance of the 2020 District #2 Bonds. The 2020 District #2 Bonds are to be secured pursuant to the provisions of a Master Trust Indenture dated as of June 1, 2015, as supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020, with respect to the Pod C Bonds, a Seventh Supplemental Trust Indenture dated as of February 1, 2020, with respect to the Pod D Bonds, and a Eighth Supplemental Trust Indenture dated as of February 1, 2020, with respect to the Pod E Bonds (collectively, the "Indentures"), each by and between the District and U.S. Bank National Association, as trustee ("Trustee"), approved by Joint Resolution No. 2015-05, adopted by the Boards of Supervisors (collectively, the "Boards") of each of the Districts on April 9, 2015, and Joint Resolution No. 2020-03, adopted on January 30, 2020 (collectively, the "Bond Resolution"). 2020 District #2 Projects Assessments have been levied by the Districts on the lands within the Development known as the 2020 District #2 Projects Area pursuant to Resolution Numbers 2020-01, 2020-02, and 2020-____, as may be amended from time to time (collectively, the "Assessment Resolution"). Capitalized terms used and not otherwise defined in this opinion shall have the meanings ascribed to them in the respective Indentures.

The Districts adopted Joint Resolution No. 2015-05 and the Master Assessment Methodology for Public Infrastructure for the Districts dated April 8, 2015, as such report was supplemented by the Second Supplemental Assessment Methodology for the 2020 District #2 Bonds dated _____, 2020 ("Assessment Methodology"). The Supplemental Report sets forth the terms of the 2020 District #2 Projects Assessments for the 2020 District #2 Bonds and adopts a final special assessment roll for the 2020 District #2 Bonds.

In our capacity as counsel to the Districts, we have examined such documents as we have deemed necessary or appropriate in rendering the opinions set forth below, including, but not limited to (i) the Bond Resolution; (ii) the Assessment Resolution (together with the Bond Resolution, the "District Resolutions"); (iii) the Indentures; (iv) the Bond Purchase Contract dated _____, 2020 ("Purchase Contract"); (v) the Continuing Disclosure Agreement dated as of _____, 2020; (vi) the Agreement to Dedicate and Complete—Public Infrastructure, by and between District #1 and the Developer dated June 30, 2015 ("Completion Agreement"); (v) the Collateral Assignment and Assumption of Development Rights Relating to the 2020 District #2 Projects Area dated the date hereof by and between the District and the Developer ("Collateral Assignment"); (vi) the Improvement Acquisition Agreement dated the date hereof by and between the District and the Developer ("Acquisition Agreement"); (vii) the True Up Agreement by and between District #1 and the Developer dated June 30, 2015 ("True-Up Agreement"); and (viii) the Preliminary Limited Offering Memorandum dated _____, 2020 ("PLOM"), and the final Limited Offering Memorandum dated _____, 2020 (collectively, the "Offering Memoranda"), and such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below. The Indentures, the Purchase Contract, the Continuing Disclosure

Agreement, the Completion Agreement, the Acquisition Agreement, and the True-Up Agreement shall be referred to in this opinion as the "Financing Documents."

In rendering the following opinion, we have reviewed certified proceedings, resolutions, and documents; have relied, with your approval, as to factual matters that affect our opinion, solely on our examination of such documents (and we have assumed that all statements made therein are true, complete, and accurate as of the effective date of this opinion); and have made no verification of the facts asserted to be true and correct therein.

In rendering our opinion, we have assumed in good faith (i) the genuineness of the signatures of all persons executing instruments or documents examined or relied upon by us (except for those of the Districts); (ii) the authenticity of all documents submitted to us as originals; and (iii) the conformity with the original documents of all documents submitted to us as certified or as photostatic or xerographic copies. In addition, we have relied in good faith upon certificates of public officials as to matters contained therein and upon the certificates of the Districts as to matters of fact. Any opinion expressed as being made "to the best of our knowledge" is based upon our having made due inquiry of the Districts or our having actual knowledge as a result of our representation of the Districts in other matters, but not upon our having made an independent investigation. We specifically exclude any opinion as to the applicability or effect of any (i) federal or state law, rule, or regulation relating to taxation, including, but not limited to, the taxation of income, or (ii) state Blue Sky law, state or federal securities law, or legal investment law.

Based on the foregoing, and on current laws, facts, circumstances, and upon such other information and documents furnished to us and such inquiries as we deem necessary or appropriate, and subject to the qualifications and assumptions set forth in this letter, we are of the opinion that:

1. The Districts have been established and validly exist as community development districts and independent local units of special purpose government under applicable Florida law. All conditions prescribed in the Financing Documents as precedent to the issuance of the 2020 District #2 Bonds have been fulfilled; the Financing Documents and the 2020 District #2 Bonds have been duly authorized, executed (except the PLOM), and delivered; and assuming due execution by the other party(s) thereto, if applicable, the Financing Documents (other than the Offering Memoranda) constitute legal, valid, and binding obligations of the District, enforceable in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by (a) any applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws now or hereafter in effect, affecting enforcement of creditors' rights generally, including but not limited to, the federal Bankruptcy Code and all other applicable federal or state bankruptcy, insolvency, reorganization, receivership, moratorium, and assignment for the benefit of creditor's laws, including state fraudulent transfer laws; and (b) the effect of general principles of equity, whether applied by a court of law or equity or other tribunal, and the exercise of judicial discretion, including, but not limited to, (i) principles governing the availability of specific performance, injunctive relief, or other traditional equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made, (ii) principles affording traditional equitable defenses (e.g., waiver, laches, and estoppel) as applied to a party seeking enforcement, (iii) the requirement of good faith and fair dealing in the performance and

enforcement of an agreement on the part of the party seeking enforcement after the agreement has been entered into, (iv) the reasonableness of the enforcing party's conduct or of enforcing a particular provision, after the agreement has been entered into, in light of the circumstances existing at the time of such conduct or attempted enforcement, (v) the materiality of the breach, (vi) impracticability or impossibility of performance at the time of attempted enforcement, and (vii) unconscionableness, as applied to the enforcing party's conduct after the agreement is entered into and at or before the time of attempted enforcement; and subject further to the qualification that the enforcement of any indemnification provision may be limited by federal or state securities laws, public policy considerations, or the application of sovereign immunity.

2. There is no action, suit, or proceeding at law or in equity by or before any court or public board or body pending or, to our knowledge and based solely upon the District Certificate, the District Manager Certificate, and our service as Registered Agent for the Districts, threatened against the District (a) contesting the existence or powers of the Boards or the titles of the respective officers of the Boards to their respective offices; (b) seeking to restrain or enjoin the issuance, sale, execution, or delivery of the 2020 District #2 Bonds, (c) contesting or affecting, specifically as to the Districts, the validity or enforceability of the Act or any action of the Districts related to the authorization for the issuance of the 2020 District #2 Bonds, the District Resolutions, the Financing Documents, or application of the proceeds of the 2020 District #2 Bonds for the purposes set forth in the Offering Memoranda; (d) specifically contesting the exclusion from federal gross income of interest on the 2020 District #2 Bonds, or (e) contesting the completeness or accuracy of the Offering Memoranda.

3. The District has duly authorized, executed (except the PLOM), and delivered the Offering Memoranda.

4. Based upon our participation in the preparation of the Offering Memoranda as District Counsel, nothing has come to our attention which would lead us to believe that the statements contained in the Offering Memoranda under the captions "INTRODUCTION" (as it relates to the Districts), "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE ISSUER," "LITIGATION" (as it relates to the Districts), "CONTINUING DISCLOSURE" (as it relates to the Districts), "VALIDATION," and "AUTHORIZATION AND APPROVAL," contain, as of their respective dates and as of the date of this opinion, an untrue statement of a material fact or omit to state any material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading.

5. The District is not, to the best of our knowledge, in any manner material to the issuance of the 2020 District #2 Bonds, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or, to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement, or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax law or with any state "Blue Sky" law, state or federal securities law, or legal investment law.

6. The execution (except the PLOM) and delivery of the 2020 District #2 Bonds, the Financing Documents, and the adoption of the District Resolutions and compliance with the provisions on the District's part contained therein will not conflict with or constitute a breach of or default under any applicable constitutional provision or law, or to the best of our knowledge, under any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation, or instrument, except as expressly provided by the 2020 District #2 Bonds and the Indentures. To the best of our knowledge after due inquiry, the District has taken no action which, with the lapse of time or the giving of notice, or both, would constitute a material default or event of default by the District under the 2020 District #2 Bonds or the Financing Documents.

7. To the best of our knowledge and based solely on a certificate of the District Engineer, all consents, permits, or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Offering Memoranda and contemplated by the Indentures required to be obtained or made, have been obtained or made or there is no reason to believe they will not be obtained or made when required, provided that no opinion is expressed as to the applicability of or compliance with any state or federal tax law or with any state "Blue Sky" law, state or federal securities law, or legal investment law.

8. The Districts, as applicable, have the right and authority under the Act and other state law to adopt the District Resolutions and the District has the right and authority to purchase the 2020 District #2 Projects being financed with the proceeds of the 2020 District #2 Bonds, subject to such consents, permits, licenses, orders, or other authorizations as are, as of the date of this opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the 2020 District #2 Projects; to issue the 2020 District #2 Bonds; and to levy the 2020 District #2 Projects Assessments that will secure the 2020 District #2 Bonds, and have duly adopted the District Resolutions.

9. All proceedings undertaken by the District with respect to the 2020 District #2 Projects Assessments securing the 2020 District #2 Bonds were undertaken in accordance with Florida law, and the District has taken all necessary action as of the date of this opinion to levy and impose the 2020 District #2 Projects Assessments. The 2020 District #2 Projects Assessments constitute legal, valid, binding, and enforceable first liens upon the property against which such 2020 District #2 Projects Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles, and claims, until paid.

We do not express any opinion concerning any laws other than the laws of the State of Florida and the federal laws of the United States of America. To the extent that the opinions expressed relate to or are dependent upon the determination that the interest on the 2020 District #2 Bonds is excluded from gross income of the owners of the 2020 District #2 Bonds for federal

income tax purposes, we understand that you are relying upon the opinions of Greenberg, Traurig, P.A., delivered of even date herewith, and no opinion is expressed as to such matters.

Although various documents are dated effective as of [February] 1, 2020, no opinion is rendered that such documents were in existence on the effective date if such effective date is prior to the date of this opinion.

This opinion is rendered solely in connection with the referenced transaction, as contemplated by the Indentures and the Offering Memoranda. This opinion may be relied upon by you only in connection with this transaction and may not be used, published, circulated, quoted, or copied, in whole or in part, nor relied upon by any other person or entity, regardless of whether such other person or entity is related or affiliated with you, including but not limited to any governmental agency, nor used for any other purpose, without our prior written consent.

Sincerely,

GONANO & HARRELL
Daniel B. Harrell, P.A.

EXHIBIT E

CERTIFICATE OF VERANO DEVELOPMENT LLC

VERANO DEVELOPMENT LLC, a Delaware limited liability company ("Verano"), DOES HEREBY CERTIFY, that:

1. This Certificate of Verano is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated _____, 2020 (the "Purchase Contract") between Verano #2 Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. Verano is a limited liability company organized and existing under the laws of the State of Florida.

3. Representatives of Verano have provided information to Verano #2 Community Development District (the "District") to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated _____, 2020, and a final Limited Offering Memorandum dated _____, 2020 (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Verano #2 Community Development District and to Imposition of Special Assessments dated _____, 2020, executed by Verano and to be recorded in the public records of City of Port St. Lucie, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of Verano and its affiliates, enforceable against Verano and its affiliates in accordance with its terms.

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

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

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of Verano which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or the Ancillary Documents to which it is a party or on the Development, which has not been disclosed in the Limited Offering Memoranda or in the other information provided in writing by Verano to the Underwriter.

8. Verano hereby consents to the levy of the Series 2020 Special Assessments on the lands in the Pod C – 2020 Assessment Area, Pod D Assessment Area and Pod E Assessment Area of the District, all of which are owned by Verano. The levy of the Series 2020 Special Assessments on the Lands in the District owned by Verano will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which Verano is a party or to which its property or assets are subject.

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

10. Verano acknowledges that the Bonds have the debt service requirements set forth in the final Limited Offering Memorandum and that the Series 2020 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due.

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

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

financial or otherwise, or contesting or affecting any of the powers of Verano; or (d) which would materially and adversely affect the ability of Verano to pay any of the Series 2020 Special Assessments imposed against the land within the District owned by Verano or materially and adversely affect the ability of Verano to perform its various obligations described in the Limited Offering Memoranda.

13. To the best of its knowledge after due inquiry, Verano is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including, without limitation, applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) Verano is not aware of any default of any zoning condition, permit or development agreement which would adversely affect Verano's ability to complete or cause the completion of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained as required.

14. Verano acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, any of the Series 2020 Special Assessments imposed on lands in the District owned by Verano within thirty (30) days following completion of the Public Infrastructure and acceptance thereof by the District.

15. Except as disclosed in the Limited Offering Memoranda, Verano has not previously failed to comply with any of its obligations entered into any continuing disclosure agreements in connection with any prior offering of securities in order to enable an underwriter of said securities to comply with the provisions of the Rule 15c2-12 of the Securities and Exchange Commission.

16. Verano is not insolvent or in default of any obligations to pay special assessments levied by the District, except as may be disclosed in the Limited Offering Memoranda.

Dated: _____, 2020.

VERANO DEVELOPMENT LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F

CERTIFICATE OF DISTRICT ENGINEER

_____, 2020

Verano #1 Community Development District
City of Port St. Lucie, Florida

fmsbonds Inc.
North Miami Beach, Florida

U.S. Bank National Association
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project); \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project); and \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project)

Ladies and Gentlemen:

The undersigned representative of AECOM TECHNICAL SERVICES, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated _____, 2020 (the "Purchase Contract"), by and between Verano #2 Community Development District (the "District") and FMSbonds, Inc. with respect to the \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project); \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project); and \$ _____ Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2020 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2020 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), as applicable.

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

3. The plans and specifications for the Public Infrastructure improvements, including without limitation, the 2020 District #2 Projects, were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in

connection with the construction of Public Infrastructure including without limitation, the 2020 District #2 Projects, have either already been obtained or will be obtained, following a customary and normal permitting process.

4. The Engineers prepared reports entitled " Master's Engineer's Report for the Public Infrastructure Serving the Verano Community Development Districts dated November 17, 2005 and amended March 5, 2015 (the "Master Engineer's Report") which has been supplemented and as further supplemented by the [Supplemental Engineer's Report for Certain Public Infrastructure Serving the Verano Community Development District #2 dated January 30, 2020] (the "Supplemental Report" and together with the Master Engineer's Report, the " Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Limited Offering Memoranda and a description of the Report and certain other information relating to the Public Infrastructure, including, without limitation, the Pod C - 2020 Project, the Pod D Project and the Pod E Project are included in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

6. The Public Infrastructure improvements are constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to Verano Development LLC ("Verano") for acquisition of the improvements included within the Public Infrastructure does not exceed the lesser of the cost of the Public Infrastructure or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, Verano is in compliance in all material respects with all provisions of applicable law in all material matters relating to Verano and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development as described in the Limited Offering Memoranda have been received or are reasonably expected to be received in the ordinary course; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained in due course as required by Verano, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.

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

Date: _____, 2020

AECOM TECHNICAL SERVICES, INC.

By: _____

Print Name: _____

Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

_____, 2020

Verano #2 Community Development District
City of Port St. Lucie, Florida

FMSbonds Inc.
North Miami Beach, Florida

U.S. Bank National Association
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: Verano #2 Community Development District \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project), its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod D Project), and its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod E Project)

Ladies and Gentlemen:

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

1. This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Contract dated _____, 2020 (the "Purchase Contract"), by and between Verano #2 Community Development District (the "District") and FMSbonds, Inc. with respect to the \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$_____ Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2020 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2020 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. GMS has acted as district manager and methodology consultant to the Verano #2 Community Development District (the "District") in connection with the sale and issuance by the District of its \$_____ aggregate principal amount of Bonds and have participated in the preparation of the Limited Offering Memoranda.

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the Master Assessment Methodology for Public Infrastructure for District #1, the District, District #3, District #4 and District #5, dated April 8, 2015, as supplemented by the Second Supplemental Assessment Methodology for the Series 2020 Bonds dated _____, 2020 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

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

5. The information set forth in the Limited Offering Memoranda under the subcaptions "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS", "THE DISTRICT," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "LITIGATION – The District", and in "APPENDIX D: ASSESSMENT METHODOLOGY" and in "APPENDIX E: ISSUER'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

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

8. Each Series of the Series 2020 Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2020 Special Assessments, are sufficient to enable the District to pay the debt service on the respective Series of Bonds through the final maturity thereof.

Dated: _____, 2020.

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

By: _____

Name: _____

Title: _____

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED FEBRUARY [], 2020

NEW COMPOSITE ISSUES - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinions of Greenberg Traurig, P.A., Bond Counsel, assuming continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2020 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes. Further, interest on the Series 2020 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2020 Bonds. Bond Counsel is further of the opinion that the Series 2020 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
(CITY OF PORT ST. LUCIE, FLORIDA)

\$3,615,000*
Special Assessment Bonds,
Series 2020
(District #2 Pod C – 2020 Project)

\$5,000,000*
Special Assessment Bonds,
Series 2020
(District #2 Pod D Project)

\$4,105,000*
Special Assessment Bonds,
Series 2020
(District #2 Pod E Project)

Dated: Date of Delivery

Due: As set forth herein.

The Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Series 2020 Bonds") are being issued by the Verano #2 Community Development District (the "Issuer" or "District #2") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof except as otherwise provided in the hereinafter defined Indentures.

The Issuer is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 05-19 of the City Council of the City of Port St. Lucie, Florida (the "City"), enacted on April 25, 2005, as amended by Ordinance No. 06-09 of the City Council of the City, enacted on February 13, 2006, which changed the name of the Issuer. The Issuer is contiguous with or in close proximity to five other community development districts (each a "Verano District" and together the "Other Districts," and collectively with the Issuer, the "Districts"). The Districts were created for the purpose of delivering certain community development services and facilities for the benefit of the development known as Verano (the "Development") located within the boundaries of the Districts, and the Districts have determined to undertake in one or more stages the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the Development (the "Public Infrastructure").

The Series 2020 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing [November] 1, 2020. The Series 2020 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2020 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2020 Bonds will be paid from sources provided below by U.S. Bank National Association, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2020 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2020 Bond. See "DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry Only System" herein.

The Series 2020 Bonds are being issued by District #2 as the designated issuer pursuant to the Act, the Interlocal Agreement, Joint Resolution No. 2015-05 and Resolution No. 2020-03, adopted by the respective Boards of Supervisors of each of the Districts on April 9, 2015, and January 30, 2020, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture"), and with respect to the Series 2020 Pod C Bonds, as supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod C Indenture"), with respect to the Series 2020 Pod D Bonds, as supplemented by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod D Indenture") and with respect to the Series 2020 Pod E Bonds, and as supplemented by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod E Indenture"), each by and between the Issuer and the Trustee and, in the case of the Master Indenture, joined in by the Other Districts. The Pod C Indenture, the Pod D Indenture and the Pod E Indenture are collectively referred to herein as the "Indentures." Capitalized terms not defined herein shall have the meanings assigned to them in the Indentures.

Proceeds of the Series 2020 Pod C Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod C – 2020 Project (as defined herein), (ii) the payment of Capitalized Interest on the Series 2020 Pod C Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod C Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod C Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

Proceeds of the Series 2020 Pod D Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod D Project, (ii) the payment of Capitalized Interest on the Series 2020 B Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod D Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod D Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2020 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Issuer has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Proceeds of the Series 2020 Pod E Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod E Project, (ii) the payment of Capitalized Interest on the Series 2020 Pod E Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod E Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod E Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

THE SERIES 2020 POD C BONDS, THE SERIES 2020 POD D BONDS AND THE SERIES 2020 POD E BONDS WILL BE SEPARATELY SECURED BY PLEDGES OF THE SERIES 2020 POD C PLEDGED REVENUES, SERIES 2020 POD D PLEDGED REVENUES AND SERIES 2020 POD E PLEDGED REVENUES, RESPECTIVELY. THE LANDS SUBJECT TO THE SERIES 2020 POD C SPECIAL ASSESSMENTS, [SERIES 2020 POD D SPECIAL ASSESSMENTS AND SERIES 2020 POD E SPECIAL ASSESSMENTS] (EACH AS DEFINED HEREIN) ARE SUBJECT TO EXISTING DEBT ASSESSMENTS. SEE "THE ISSUER – OUTSTANDING AND CERTAIN OVERLAPPING INDEBTEDNESS" HEREIN FOR MORE INFORMATION.

"Series 2020 Pod C Pledged Revenues" shall mean with respect to the Series 2020 Pod C Bonds (a) all revenues received by the Issuer from Series 2020 Pod C Special Assessments levied and collected on the assessable lands within Pod C, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod C Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod C Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod C Indenture created and established with respect to or for the benefit of the Series 2020 Pod C Bonds; provided, however, that Pod C Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod C Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

"Series 2020 Pod D Pledged Revenues" shall mean with respect to the Series 2020 Pod D Bonds (a) all revenues received by the Issuer from Series 2020 Pod D Special Assessments levied and collected on the assessable lands within Pod D, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod D Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod D Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod D Indenture created and established with respect to or for the benefit of the Series 2020 Pod D Bonds; provided, however, that Pod D Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod D Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

"Series 2020 Pod E Pledged Revenues" shall mean with respect to the Series 2020 Pod E Bonds (a) all revenues received by the Issuer from Series 2020 Pod E Special Assessments levied and collected on the assessable lands within Pod E, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod E Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod E Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod E Indenture created and established with respect to or for the benefit of the Series 2020 Pod E Bonds; provided, however, that Pod E Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod E Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

The Series 2020 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions" herein.

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE RESPECTIVE SERIES OF SERIES 2020 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURES AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE OTHER DISTRICTS, THE CITY, ST. LUCIE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF ANY SERIES OF THE SERIES 2020 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE RESPECTIVE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE RESPECTIVE SERIES 2020 SPECIAL ASSESSMENTS TO SECURE AND PAY THE RESPECTIVE SERIES OF SERIES 2020 BONDS, EXCEPT WHERE ANY SUCH ACTION HAS BEEN DELEGATED BY THE ISSUER TO DISTRICT #5, ACTING AS ADMINISTRATION DISTRICT, ON BEHALF OF THE ISSUER. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE OTHER DISTRICTS, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2020 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. The Series 2020 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2020 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2020 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

POD C BONDS

\$ _____ % Term Series 2020 Pod C Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____
\$ _____ % Term Series 2020 Pod C Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

\$ _____ % Term Series 2020 Pod C Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

POD D BONDS

\$ _____ % Term Series 2020 Pod D Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

\$ _____ % Term Series 2020 Pod D Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

\$ _____ % Term Series 2020 Pod D Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

POD E BONDS

\$ _____ % Term Series 2020 Pod E Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

\$ _____ % Term Series 2020 Pod E Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

\$ _____ % Term Series 2020 Pod E Bond Due November 1, 20__ - Yield: _____ % - CUSIP No. _____

The initial sale of the Series 2020 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinions of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of each Series of the Series 2020 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Issuer by its counsel, Gonano & Harrell, Fort Pierce, Florida, for the Developer (as defined herein) by its counsel, Gunster, Yoakley & Stewart, P.A., West Palm Beach, Florida and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2020 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2020.

FMSbonds, Inc.

Dated: _____, 2020

* Preliminary, subject to change.

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

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

John C. Csapo,* Chair
Robert L. Fromm,* Vice-Chair
Wayne Soojian,* Assistant Secretary
Scott G. Morton,* Assistant Secretary
Malcolm Joy,* Assistant Secretary

* Employee of an Affiliate of the Developer

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Government Management Services – South Florida, LLC
Sunrise, Florida

ISSUER COUNSEL

Gonano & Harrell
Fort Pierce, Florida

BOND COUNSEL

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

DISTRICT ENGINEER

AECOM Technical Services, Inc.
West Palm Beach, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE ISSUER OR THE OTHER DISTRICTS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE ISSUER OR THE OTHER DISTRICTS.

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

THE SERIES 2020 BONDS HAVE NOT BEEN AND ARE NOT BEING REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE RESPECTIVE INDENTURES BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. NEITHER THE DISTRICTS, THE CITY, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2020 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

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

AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

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

THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2020 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION OF SUCH AN OFFER, OR SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

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

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

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**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
(CITY OF PORT ST. LUCIE, FLORIDA)**

\$3,615,000* Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project)	\$5,000,000* Special Assessment Bonds, Series 2020 (District #2 Pod D Project)	\$4,105,000* Special Assessment Bonds, Series 2020 (District #2 Pod E Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Verano #2 Community Development District (the "Issuer" or "District #2") of its \$3,615,000* Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its \$5,000,000* Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its \$4,105,000* Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Series 2020 Bonds").

THE SERIES 2020 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2020 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2020 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2020 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The Issuer was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 05-19 of the City Council of the City of Port St. Lucie, Florida (the "City"), enacted on April 25, 2005, as amended by Ordinance No. 06-09 of the City Council of the City, enacted on February 13, 2006, which changed the name of the Issuer. The Act authorizes the Issuer to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the Issuer as provided in the Act. See "THE ISSUER" herein for more information.

The Issuer is contiguous with or in close proximity to five other community development districts (each a "Verano District" and together the "Other Districts," and collectively with the Issuer, the "Districts"). The Center District being one of the Other Districts is not authorized to issue any Bonds on behalf of itself or any of the Districts. The Districts were created for the purpose of delivering certain community development services and facilities for the benefit of the development known as Verano (the "Development") located within the boundaries of the Districts, and the Districts have determined to undertake in one or more stages the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the Development (the "Public Infrastructure"). Pursuant to an Amended and Restated District Interlocal Agreement, dated April 9, 2015, by and among

* Preliminary, subject to change.

the Districts (as amended, the "Interlocal Agreement"), the Other Districts have delegated to the Issuer the authority to issue the Series 2020 Bonds and pursuant to the Interlocal Agreement and a Joint Resolution of the Districts, the Districts have delegated to District #5 the authority to serve as the administrative district for the Districts.

The Development encompasses approximately 3,061.84 acres of land (the "District Lands") located entirely within the City and is being developed as a mixed use community. See "THE DEVELOPMENT" herein for a summary of the current development status of the Development. Verano Development LLC, a Delaware limited liability company (the "Developer"), is the owner and developer of the lands in the Pod C – 2020 Assessment Area (as defined herein), the Pod D Assessment Area (as defined herein) and the Pod E Assessment Area (as defined herein). The three assessment areas are collectively referred to herein as the "Assessment Areas." [Affiliates of the Developer are marketing and constructing homes in other areas within the Development and will do the same in the Pod D Assessment Area and the Pod E Assessment Area. An affiliate of the Developer will sell lots to homebuilders in the Pod C - 2020 Assessment Area.] See "THE DEVELOPMENT" herein. The Developer is managed by The Kolter Group (as defined herein). See "THE DEVELOPER" herein for more information.

The Series 2020 Bonds are being issued by District #2 as the designated issuer pursuant to the Act, the Interlocal Agreement, Joint Resolution No. 2015-05 and Resolution No. 2020-03, adopted by the respective Boards of Supervisors of each of the Districts on April 9, 2015, and January 30, 2020, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture"), as supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod C Indenture") with respect to the Series 2020 Pod C Bonds, as further supplemented by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod D Indenture") with respect to the Series 2020 Pod D Bonds, and as further supplemented by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod E Indenture") with respect to the Series 2020 Pod E Bonds, each by and between the Issuer and the Trustee and, in the case of the Master Indenture, joined in by the Other Districts. The Pod C Indenture, the Pod D Indenture and the Pod E Indenture are collectively referred to herein as the "Indentures." Capitalized terms not defined herein shall have the meanings assigned to them in the Indentures. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SUPPLEMENTAL INDENTURES" hereto.

Proceeds of the Series 2020 Pod C Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod C – 2020 Project (as defined herein), (ii) the payment of Capitalized Interest on the Series 2020 Pod C Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod C Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod C Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

Proceeds of the Series 2020 Pod D Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod D Project, (ii) the payment of Capitalized Interest on the Series 2020 B Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod D Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod D Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

Proceeds of the Series 2020 Pod E Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod E Project, (ii) the payment of Capitalized Interest on the Series 2020 Pod E Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod E

Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod E Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS" herein.

The Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds will be separately secured by pledges of the Series 2020 Pod C Pledged Revenues, Series 2020 Pod D Pledged Revenues and Series 2020 Pod E Pledged Revenues, respectively. The Pod C Pledged Revenues, the Pod D Pledged Revenues and Pod E Pledged Revenues, as defined below, are sometimes collectively referred to herein as the "Series 2020 Pledged Revenues" and the Series 2020 Pod C Special Assessments, the Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments (each as defined herein) are sometimes collectively referred to herein as the "Series 2020 Special Assessments." See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein for more information. The lands subject to the Series 2020 Pod C Special Assessments, [Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments] (each as defined herein) are subject to existing debt assessments. See "THE ISSUER – Outstanding and Certain Overlapping Indebtedness" herein for more information.

"Series 2020 Pod C Pledged Revenues" shall mean with respect to the Series 2020 Pod C Bonds (a) all revenues received by the Issuer from Series 2020 Pod C Special Assessments levied and collected on the assessable lands within Pod C, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod C Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod C Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod C Indenture created and established with respect to or for the benefit of the Series 2020 Pod C Bonds; provided, however, that Pod C Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod C Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod D Pledged Revenues" shall mean with respect to the Series 2020 Pod D Bonds (a) all revenues received by the Issuer from Series 2020 Pod D Special Assessments levied and collected on the assessable lands within Pod D, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod D Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod D Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod D Indenture created and established with respect to or for the benefit of the Series 2020 Pod D Bonds; provided, however, that Pod D Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod D Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod E Pledged Revenues" shall mean with respect to the Series 2020 Pod E Bonds (a) all revenues received by the Issuer from Series 2020 Pod E Special Assessments levied and collected on the assessable lands within Pod E, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod E Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod E Special Assessments, and (b)

all moneys on deposit in the Funds and Accounts established under the Pod E Indenture created and established with respect to or for the benefit of the Series 2020 Pod E Bonds; provided, however, that Pod E Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod E Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

There follows in this Limited Offering Memorandum a brief description of the Issuer, the Other Districts, the Developer, the Development, the Assessment Areas (as defined herein), the Projects (as defined herein) and summaries of the terms of each Series of the Series 2020 Bonds, the Indentures and certain provisions of the Act. All references herein to the Indentures and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2020 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed forms of the Sixth Supplemental Indenture, Seventh Supplemental Indenture and Eighth Supplemental Indenture appear in APPENDIX A hereto.

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

DESCRIPTION OF THE SERIES 2020 BONDS

General Description

The Series 2020 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple except as otherwise provided in the Indentures. The Series 2020 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof.

The Series 2020 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2020 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing [November] 1, 2020. Interest on the Series 2020 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November] 1, 2020, in which case from the date of initial delivery or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Series 2020 Bonds will be computed in all cases on the basis of a 360 day year consisting of twelve 30-day months.

Upon initial issuance, the ownership of the Series 2020 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2020 Bonds will be made in book-entry only form. The Series 2020 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2020 Bonds. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System" and "SUITABILITY FOR INVESTMENT" below.

U.S. Bank National Association, is initially serving as the Trustee, Registrar and Paying Agent for the Series 2020 Bonds.

Redemption Provisions

Optional Redemption

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod C Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod C Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod C Optional Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod C Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod C Bonds is substantially level.

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod D Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod D Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod D Optional Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod D Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod D Bonds is substantially level.

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2020 Pod E Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod E Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod E Optional Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod E Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod E Bonds is substantially level.

Mandatory Sinking Fund Redemption

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*

*Maturity

Upon any redemption of any Series of the Series 2020 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to

the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of each Series of Series 2020 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 2020 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

Series 2020 Pod C Bonds

The Series 2020 Pod C Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date (as defined herein)), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod C Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod C Prepayment Principal deposited into the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account and from amounts in the Series 2020 Pod C Reserve Account in excess of the Series 2020 Pod C Reserve Requirement, as described in the Sixth Supplemental Indenture, following the payment in whole or in part of Series 2020 Pod C Special Assessments on any assessable property within District #2 in accordance with the provisions of the Sixth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod C Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod C Rebate Fund, the Series 2020 Pod C Acquisition and Construction Account, and the Annexation Area Acquisition and Construction Subaccount) sufficient to pay and redeem all Outstanding Series 2020 Pod C Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount not otherwise reserved to complete the District #2 Pod C – 2020 Project or from funds on deposit in the Annexation Acquisition and Construction Subaccount after November 1, 2020, if the Annexation Release Conditions have not been satisfied by such date and, in either case, such funds have been transferred to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account.

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

Series 2020 Pod D Bonds

The Series 2020 Pod D Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod D Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod D Prepayment Principal deposited into the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account and from amounts in the Series 2020 Pod D Reserve Account in excess of the Series 2020 Pod D Reserve Requirement, as described in Seventh Supplemental Indenture, following the payment in whole or in part of Series 2020 Pod D Special Assessments on any assessable property within District #2 in accordance with the provisions of the Seventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod D Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod D Rebate Fund and the Series 2020 Pod D Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod D Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod D Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod D Project and transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account.

Series 2020 Pod E Bonds

The Series 2020 Pod E Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod E Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod E Prepayment Principal deposited into the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account and from amounts in the Series 2020 Pod E Reserve Account in excess of the Series 2020 Pod E Reserve Requirement, as described in the Pod E Indenture, following the payment in whole or in part of Series 2020 Pod E Special Assessments on any assessable property within District #2 in accordance with the provisions of the Eighth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod E Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod E Rebate Fund and the Series 2020 Pod E Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod E Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod E Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod E Project and transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account.

Notice of Redemption and of Purchase

When required to redeem or purchase any Series of Series 2020 Bonds under any provision of the applicable Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed by first class mail, postage prepaid at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of the applicable Series of Series 2020 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th)

day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of such Series 2020 Bonds for which notice was duly mailed in accordance with the applicable Indenture. The Issuer shall, when it is directing the Trustee to mail such notice, provide written notice to the Trustee at least forty-five (45) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice under the Indenture.

Purchase of Series 2020 Bonds

At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the applicable Series 2020 Sinking Fund Account to the purchase of the Series 2020 Bonds in accordance with the Indenture, at prices not higher than the principal amount thereof, in lieu of redemption, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given.

Book-Entry Only System

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

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2020 Bond certificate will be issued for each maturity of each Series of the Series 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest

of each actual purchaser of each Series 2020 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2020 Bonds of any Series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2020 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions*, and interest payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Issuer, subject to any statutory or regulatory

* Not applicable to the Series 2020 Bonds.

requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS

General

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE RESPECTIVE SERIES OF SERIES 2020 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURES AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE OTHER DISTRICTS, THE CITY, ST. LUCIE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF ANY SERIES OF THE SERIES 2020 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE RESPECTIVE SERIES 2020 SPECIAL ASSESSMENTS TO SECURE AND PAY THE RESPECTIVE SERIES OF SERIES 2020 BONDS, EXCEPT WHERE ANY SUCH ACTION HAS BEEN DELEGATED BY THE ISSUER TO THE CENTER DISTRICT, ACTING AS ADMINISTRATION DISTRICT, ON BEHALF OF THE ISSUER. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE OTHER DISTRICTS, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds will be separately secured by pledges of the Series 2020 Pod C Pledged Revenues, Series 2020 Pod D Pledged Revenues and Series 2020 Pod E Pledged Revenues, respectively. The lands subject to the Series 2020 Pod C Special Assessments, [Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments] (each as defined herein) are subject to existing debt assessments. See "THE ISSUER – Outstanding and Certain Overlapping Indebtedness" herein for more information.

"Series 2020 Pod C Pledged Revenues" shall mean with respect to the Series 2020 Pod C Bonds (a) all revenues received by the Issuer from Series 2020 Pod C Special Assessments levied and collected on the assessable lands within Pod C, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod C Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod C Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod C Indenture created and established with respect to or for the benefit of the Series 2020 Pod C Bonds; provided, however, that Pod C Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod C Rebate Fund

and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod D Pledged Revenues" shall mean with respect to the Series 2020 Pod D Bonds (a) all revenues received by the Issuer from Series 2020 Pod D Special Assessments levied and collected on the assessable lands within Pod D, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod D Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod D Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod D Indenture created and established with respect to or for the benefit of the Series 2020 Pod D Bonds; provided, however, that Pod D Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod D Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod E Pledged Revenues" shall mean with respect to the Series 2020 Pod E Bonds (a) all revenues received by the Issuer from Series 2020 Pod E Special Assessments levied and collected on the assessable lands within Pod E, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod E Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod E Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Pod E Indenture created and established with respect to or for the benefit of the Series 2020 Pod E Bonds; provided, however, that Pod E Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod E Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod C Special Assessments" shall mean a portion of the Special Assessments initially levied on the assessable lands within [a portion of] Pod C of District #2 as a result of the Issuer's acquisition and/or construction of the District #2 Pod C – 2020 Project, corresponding in amount to the debt service on the Series 2020 Pod C Bonds and designated as such in the applicable section of the Methodology Report (as defined herein) relating thereto. "Series 2020 Pod D Special Assessments" shall mean a portion of the Special Assessments initially levied on the assessable lands within [a portion of] Pod D of District #2 as a result of the Issuer's acquisition and/or construction of the District #2 Pod D Project, corresponding in amount to the debt service on the Series 2020 Pod D Bonds and designated as such in the applicable section of the Methodology Report relating thereto. "Series 2020 Pod E Special Assessments" shall mean a portion of the Special Assessments initially levied on the assessable lands within [a portion of] Pod E of District #2 as a result of the Issuer's acquisition and/or construction of the District #2 Pod E Project, corresponding in amount to the debt service on the Series 2020 Pod E Bonds and designated as such in the applicable section of the Methodology Report relating thereto. The Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments are sometimes collectively

referred to as the "Series 2020 Special Assessments" herein.

Non-ad valorem assessments, such as the Series 2020 Special Assessments, are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The respective Series 2020 Special Assessments will constitute a lien against the land as to which the respective Series 2020 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Series 2020 Special Assessments to the assessable lands within the Districts is included as APPENDIX D hereto.

Additional Obligations

Series 2020 Pod C Bonds

Pursuant to the Pod C Indenture, the Issuer will covenant not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod C Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer will covenant not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod C Special Assessments unless the Series 2020 Pod C Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. "Substantially Absorbed" means, with respect to the Series 2020 Pod C Bonds, the date at least seventy-five percent (75%) of the residential units within Pod C that will secure the Series 2020 Pod C Bonds that have received certificates of occupancy. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod C Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod C Special Assessments, at any time upon the written consent of the Majority Holders.

Series 2020 Pod D Bonds

Pursuant to the Pod D Indenture, the Issuer will covenant not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod D Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer will covenant not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod D Special Assessments unless the Series 2020 Pod D Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. "Substantially Absorbed" means, with respect to the Series 2020 Pod D Bonds, the date at least seventy-five percent (75%) of the residential units within Pod D that will secure the Series 2020 Pod D Bonds that have received certificates of occupancy. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod D Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod D Special Assessments, at any time upon the written consent of the Majority Holders.

Series 2020 Pod E Bonds

Pursuant to the Pod E Indenture, the Issuer will covenant not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod E Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer will covenant not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod E Special Assessments unless the Series 2020 Pod E Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. "Substantially Absorbed" means, with respect to the Series 2020 Pod E Bonds, the date at least seventy-five percent (75%) of the residential units within Pod E that will secure the Series 2020 Pod E Bonds that have received certificates of occupancy. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod E Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod E Special Assessments, at any time upon the written consent of the Majority Holders.

Other Indebtedness, Taxes and Assessments

In addition, the Districts (other than the Center District) anticipate issuing additional bonds in the future to finance the remaining Public Infrastructure in the Districts. The Districts and/or other public entities have and may continue to impose taxes or other special assessments on the same properties encumbered by the Series 2020 Special Assessments without the consent of the Owners of the Series 2020 Bonds. See "THE ISSUER – Outstanding and Certain Overlapping Indebtedness" for more information on existing debt assessments levied on the lands subject to the Series 2020 Special Assessments. As described herein, the Districts expect to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2020 Special Assessments, on the same lands upon which the Series 2020 Special Assessments are imposed to fund the maintenance and operation of the Districts. See "BONDOWNERS' RISKS" herein.

Covenant Against Sale or Encumbrance

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

Acquisition and Construction Accounts

Series 2020 Pod C Bonds

The Sixth Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2020 Pod C Acquisition and Construction Account" and therein a separate subaccount designated as the "Annexation Acquisition and Construction Subaccount." Proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount in the amounts set forth in the Sixth Supplemental Indenture, together with any other moneys that may be transferred to the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount as provided for therein. Such moneys in the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount shall be disbursed by

the Trustee as set forth in the Pod C Indenture, and upon disbursement, the Issuer shall apply such moneys as provided for in the Acquisition Agreement.

No moneys on deposit in the Annexation Acquisition and Construction Subaccount shall be requisitioned by the Issuer until the Annexation Release Conditions have been satisfied. The "Annexation Release Conditions" shall mean: (i) the Developer has closed on the purchase of the Annexation Area; (ii) the annexation of the Annexation Area into the District has been completed; (iii) all proceedings relating to the imposition of the Series 2020 Pod C Special Assessments on the assessable lands within the Annexation Area has been completed, the lien thereon has been levied, and the Developer has entered into a true-up agreement with the Issuer relative to the Annexation Area in a form acceptable to the Issuer's counsel; (iv) Issuer's counsel will deliver its opinion to the Issuer and the Trustee to the effect that the Series 2020 Pod C Special Assessments levied on the assessable lands in the Annexation Area are legal, valid, binding Special Assessments and will be first liens on such lands as are the Series 2020 Pod C Special Assessments that are already levied on the lands within Pod C; and (v) execution and delivery of a declaration of consent to the imposition of the Series 2020 Pod C Special Assessments to the Annexation Area and [a completion agreement and] a collateral assignment relating to the Annexation Area (either by amendment to the existing [completion agreement and] collateral assignment or by way of a new instruments in the same forms and on the same terms as set forth in the [completion agreement and] collateral assignment entered into in connection with the issuance of the Series 2020 Pod C Bonds).

Upon the occurrence of the Annexation Release Conditions, the District Engineer and the Developer will certify such facts to the Issuer and the District Manager. Upon such certification, the District Manager will provide written notice to the Trustee that the Annexation Release Conditions have been satisfied, and that the moneys on deposit in the Annexation Acquisition and Construction Subaccount may be requisitioned pursuant the Pod C Indenture, to be applied by the Issuer as provided for in the Acquisition Agreement (the "Trustee Release Conditions Notice"). The Trustee may conclusively rely on the Trustee Release Conditions Notice regarding the satisfaction of the Annexation Release Conditions. Upon satisfaction of the Annexation Release Conditions as evidenced by the Trustee's receipt of the Trustee Release Conditions Notice, the moneys in the Annexation Acquisition and Construction Subaccount may be requisitioned by the Issuer for any portion of the Pod C - 2020 Project, including Pod C - 2020 Project improvements related to the Annexation Area. Any moneys remaining in the Series 2020 Pod C Acquisition and Construction Account and, if applicable, the Annexation Acquisition and Construction Subaccount after the Completion Date, except for any moneys reserved therein for the payment of any Costs of the Pod C - 2020 Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Pod C - 2020 Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account, and thereafter, the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount shall be closed. If the Trustee is not in receipt of the Trustee Release Conditions Notice by November 1, 2020, the Trustee shall transfer the moneys on deposit in the Annexation Acquisition and Construction Subaccount to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account. Notwithstanding the foregoing, the Issuer shall not cause the Completion Date for the 2020 Project to be declared until at least the earlier of November 1, 2020 or the date the Trustee receives the Trustee Release Conditions Notice. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Sixth Supplemental Indenture, the Trustee shall withdraw moneys from the Series 2020 Pod C Acquisition and Construction Account and when applicable after the receipt of the Trustee Release Conditions Notice, the Annexation Acquisition and Construction Subaccount.

Series 2020 Pod D Bonds

The Seventh Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2020 Pod D Acquisition and Construction Account." Proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Acquisition and Construction Account in the amount set forth in the Seventh Supplemental Trust Indenture, together with any moneys transferred to the Series 2020 Pod D Acquisition and Construction Account, and such moneys in the Series 2020 Pod D Acquisition and Construction Account shall be applied as set forth in the Pod D Indenture. Any moneys remaining in the Series 2020 Pod D Acquisition and Construction Account after the Completion Date not otherwise reserved to complete the District #2 Pod D Project, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Seventh Supplemental Indenture, the Trustee shall withdraw moneys from the Series 2020 Pod D Acquisition and Construction Account.

Series 2020 Pod E Bonds

The Eighth Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2020 Pod E Acquisition and Construction Account." Proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Acquisition and Construction Account in the amount set forth in the Eighth Supplemental Trust Indenture, together with any moneys transferred to the Series 2020 Pod E Acquisition and Construction Account, and such moneys in the Series 2020 Pod E Acquisition and Construction Account shall be applied as set forth in the Pod E Indenture. Any moneys remaining in the Series 2020 Pod E Acquisition and Construction Account after the Completion Date not otherwise reserved to complete the District #2 Pod E Project, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Eighth Supplemental Indenture, the Trustee shall withdraw moneys from the Series 2020 Pod E Acquisition and Construction Account.

Reserve Accounts

Series 2020 Pod C Bonds

The Sixth Supplemental Indenture establishes a Series 2020 Pod C Reserve Account within the Reserve Fund for the Series 2020 Pod C Bonds. The Series 2020 Pod C Reserve Account will, at the time of delivery of the Series 2020 Bonds, be funded in the amount of the Series 2020 Pod C Reserve Requirement. The "Series 2020 Pod C Reserve Requirement" or "Reserve Requirement" shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod C Bonds. Any amount in the Series 2020 Pod C Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod C Bonds, be used to pay principal of and interest on the Series 2020 Pod C Bonds at that time. The initial Series 2020 Pod C Reserve Requirement shall be equal to \$_____.

Notwithstanding any provision in the Pod C Indenture to the contrary, the Issuer will covenant not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod C Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod C Reserve Account and transfer

any excess therein above the Reserve Requirement for the Series 2020 Pod C Bonds caused by investment earnings to the Series 2020 Pod C Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod C Revenue Account to be applied in accordance with the Sixth Supplemental Indenture.

At such time the principal of the Series 2020 Pod C Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod C Special Assessments, pursuant the Sixth Supplemental Indenture, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod C Reserve Requirement and communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod C Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod C Prepayment Subaccount and shall apply such excess in accordance with the Sixth Supplemental Indenture on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod C Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2020 Pod C Bonds to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod C Special Assessments and applied to redeem a portion of the Series 2020 Pod C Bonds is less than the principal amount of Series 2020 Pod C Bonds indebtedness attributable to such lands.

It shall be an event of default under the Pod C Indenture if at any time the amount in the Series 2020 Pod C Reserve Account is less than the Series 2020 Pod C Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Series 2020 Pod C Reserve Requirement and such amount has not been restored within thirty (30) days of such withdrawal.

Series 2020 Pod D Bonds

The Seventh Supplemental Indenture establishes a Series 2020 Pod D Reserve Account within the Reserve Fund for the Series 2020 Pod D Bonds. The Series 2020 Pod D Reserve Account will, at the time of delivery of the Series 2020 Bonds, be funded in the amount of the Series 2020 Pod D Reserve Requirement. The "Series 2020 Pod D Reserve Requirement" or "Reserve Requirement" shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod D Bonds. Any amount in the Series 2020 Pod D Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod D Bonds, be used to pay principal of and interest on the Series 2020 Pod D Bonds at that time. The initial Series 2020 Pod D Reserve Requirement shall be equal to \$ _____.

Notwithstanding any provision in the Pod D Indenture to the contrary, the Issuer will covenant not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod D Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod D Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2020 Pod D Bonds caused by investment earnings to the Series 2020 Pod D Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod D Revenue Account to be applied in accordance with the Seventh Supplemental Indenture.

At such time the principal of the Series 2020 Pod D Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod D Special Assessments, pursuant the Seventh Supplemental Indenture, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod D Reserve Requirement and

communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod D Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod D Prepayment Subaccount and shall apply such excess in accordance with the Seventh Supplemental Indenture on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod D Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2020 Pod D Bonds to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod D Special Assessments and applied to redeem a portion of the Series 2020 Pod D Bonds is less than the principal amount of Series 2020 Pod D Bonds indebtedness attributable to such lands.

It shall be an event of default under the Pod D Indenture if at any time the amount in the Series 2020 Pod D Reserve Account is less than the Series 2020 Pod D Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Series 2020 Pod D Reserve Requirement and such amount has not been restored within thirty (30) days of such withdrawal.

Series 2020 Pod E Bonds

The Pod E Indenture establishes a Series 2020 Pod E Reserve Account within the Reserve Fund for the Series 2020 Pod E Bonds. The Series 2020 Pod E Reserve Account will, at the time of delivery of the Series 2020 Bonds, be funded in the amount of the Series 2020 Pod E Reserve Requirement. The "Series 2020 Pod E Reserve Requirement" or "Reserve Requirement" shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod E Bonds. Any amount in the Series 2020 Pod E Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod E Bonds, be used to pay principal of and interest on the Series 2020 Pod E Bonds at that time. The initial Series 2020 Pod E Reserve Requirement shall be equal to \$_____.

Notwithstanding any provision in the Pod E Indenture to the contrary, the Issuer will covenant not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod E Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod E Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2020 Pod E Bonds caused by investment earnings to the Series 2020 Pod E Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod E Revenue Account to be applied in accordance with the Eighth Supplemental Indenture.

At such time the principal of the Series 2020 Pod E Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod E Special Assessments, pursuant to the Eighth Supplemental Indenture, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod E Reserve Requirement and communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod E Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod E Prepayment Subaccount and shall apply such excess in accordance with the Eighth Supplemental Indenture on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod E Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2020 Pod E Bonds to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod E Special Assessments and applied to redeem a portion of the Series 2020 Pod E Bonds is less than the principal amount of Series 2020 Pod E Bonds indebtedness attributable to such lands.

It shall be an event of default under the Pod E Indenture if at any time the amount in the Series 2020 Pod E Reserve Account is less than the Series 2020 Pod E Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Series 2020 Pod E Reserve Requirement and such amount has not been restored within thirty (30) days of such withdrawal.

Deposit and Application of the Series 2020 Pledged Revenues

Series 2020 Pod C Bonds

The Pod C Indenture established a Series 2020 Pod C Revenue Account within the Revenue Fund for the Series 2020 Pod C Bonds. Series 2020 Pod C Special Assessments (except for Prepayments of Series 2020 Pod C Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod C Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod C Revenue Account. Pursuant to the Pod C Indenture, the Trustee shall transfer from amounts on deposit in the Series 2020 Pod C Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod C Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the interest on the Series 2020 Pod C Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod C Capitalized Interest Account or Series 2020 Pod C Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod C Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the interest on the Series 2020 Pod C Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod C Capitalized Interest Account or the Series 2020 Pod C Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20__, to the Series 2020 Pod C Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the principal amount of Series 2020 Pod C Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod C Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod C Bonds, to the Series 2020 Pod C Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the principal amount of Series 2020 Pod C Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod C Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod C Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be

authorized to transfer from the Series 2020 Pod C Revenue Account to the Series 2020 Pod C Interest Account, the amount necessary to pay interest on the Series 2020 Pod C Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod C Bonds remain Outstanding, to the Series 2020 Pod C Reserve Account, an amount from the Series 2020 Pod C Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod C Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod C Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod C Bonds and next, any balance in the Series 2020 Pod C Revenue Account shall remain on deposit in such Series 2020 Pod C Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Pod C Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Pod C Capitalized Interest Account to pay interest on the Series 2020 Pod C Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Pod C Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Pod C Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such subaccount.

Series 2020 Pod D Bonds

The Pod D Indenture established a Series 2020 Pod D Revenue Account within the Revenue Fund for the Series 2020 Pod D Bonds. Series 2020 Pod D Special Assessments (except for Prepayments of Series 2020 Pod D Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod D Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod D Revenue Account. Pursuant to the Pod D Indenture, the Trustee shall transfer from amounts on deposit in the Series 2020 Pod D Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod D Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the interest on the Series 2020 Pod D Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod D Capitalized Interest Account or the Series 2020 Pod D Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod D Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the interest on the Series 2020 Pod D Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod D Capitalized Interest Account or the Series 2020 Pod D Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20__, to the Series 2020 Pod D Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the principal amount of Series 2020 Pod D Bonds subject to

sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod D Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod D Bonds, to the Series 2020 Pod D Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the principal amount of Series 2020 Pod D Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod D Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod D Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2020 Pod D Revenue Account to the Series 2020 Pod D Interest Account, the amount necessary to pay interest on the Series 2020 Pod D Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod D Bonds remain Outstanding, to the Series 2020 Pod D Reserve Account, an amount from the Series 2020 Pod D Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod D Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod D Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod D Bonds and next, any balance in the Series 2020 Pod D Revenue Account shall remain on deposit in such Series 2020 Pod D Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Pod D Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Pod D Capitalized Interest Account to pay interest on the Series 2020 Pod D Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Pod D Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Pod D Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such subaccount.

Series 2020 Pod E Bonds

The Pod E Indenture established a Series 2020 Pod E Revenue Account within the Revenue Fund for the Series 2020 Pod E Bonds. Series 2020 Pod E Special Assessments (except for Prepayments of Series 2020 Pod E Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod E Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod E Revenue Account. Pursuant to the Pod E Indenture, the Trustee shall transfer from amounts on deposit in the Series 2020 Pod E Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod E Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the interest on the Series 2020 Pod E Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod E Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod E Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the interest on the Series 2020 Pod E Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod E Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20__, to the Series 2020 Pod E Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the principal amount of Series 2020 Pod E Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod E Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod E Bonds, to the Series 2020 Pod E Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the principal amount of Series 2020 Pod E Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod E Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod E Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2020 Pod E Revenue Account to the Series 2020 Pod E Interest Account, the amount necessary to pay interest on the Series 2020 Pod E Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod E Bonds remain Outstanding, to the Series 2020 Pod E Reserve Account, an amount from the Series 2020 Pod E Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod E Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod E Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod E Bonds and next, any balance in the Series 2020 Pod E Revenue Account shall remain on deposit in such Series 2020 Pod E Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Pod E Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Investments

The Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and the Series Accounts of the Bond Redemption Account only in Government Obligations and securities described in the definition of Investment Securities in the Indenture. The Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Debt Service Reserve Accounts in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for the purposes set forth in the Indenture. All securities securing investments pursuant to the Master Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of

any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indentures, any interest and other income so received shall be deposited in the applicable Series Revenue Account. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. Absent specific instructions as set forth in the Master Indenture, or absent standing instructions from the Issuer for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale. The Trustee may make any permitted investments through its own bond department or investment department. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SUPPLEMENTAL INDENTURES" hereto.

The Trustee shall value the assets in each of the Funds and Accounts established under the respective Indentures forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date.

Covenant to Levy the Series 2020 Special Assessments

The Issuer has covenanted to levy the Series 2020 Special Assessments to the extent and in the amount sufficient to pay debt service requirements on each Series of the Series 2020 Bonds. If any Series 2020 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Series 2020 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Series 2020 Special Assessment when it might have done so, the Issuer has additionally covenanted to either (i) take all necessary steps to cause a new Series 2020 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Series 2020 Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series 2020 Revenue Account. In case such second Series 2020 Special Assessment shall be annulled, the Issuer shall obtain and make other Series 2020 Special Assessments until a valid Series 2020 Special Assessment shall be made.

Prepayment of Series 2020 Special Assessments

[Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2020 Special Assessments may pay the principal balance of such Series 2020 Special Assessments in accordance with the provisions of the Assessment Proceedings by payment of an amount equal to the principal amount of such prepayment plus interest accrued at the interest rate on the Series 2020 Bonds to the first interest payment date which is more than forty-five (45) days after the date of such prepayment.

Pursuant to the Act, an owner of property subject to the levy of Series 2020 Special Assessments may pay the entire balance of the Series 2020 Special Assessments remaining due, without interest, within thirty (30) days after the applicable District #2 Project has been completed or acquired by the Issuer, and the Board has adopted a resolution accepting the applicable District #2 Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the sole owner of the property initially subject to the Series 2020 Special Assessments, will covenant to waive this right on behalf of itself and its respective successors and assigns in connection with the issuance of the Series 2020 Bonds.]

Any prepayment of any Series of the Series 2020 Special Assessments will result in an extraordinary mandatory redemption of the applicable Series of Series 2020 Bonds as indicated under

"DESCRIPTION OF THE SERIES 2020 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption." The prepayment of Series 2020 Special Assessments does not entitle the owner of the property to a discount for early payment.

Master Indenture Provisions Relating to Bankruptcy or Insolvency of Developer or Other Obligated Person

The Master Indenture contains the following provisions which, pursuant to the Master Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against the Developer or other "obligated person" (as defined under Rule 15c2-12) (herein, the "Landowner") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Series 2020 Bonds remain Outstanding, in any Proceeding involving the Issuer, any Landowner, or the Series 2020 Special Assessments, the Issuer shall be obligated to act in accordance with direction from the Trustee, and the Trustee shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting the Series 2020 Bonds.

In the Master Indenture, the Issuer has acknowledged and agreed that, although the Series 2020 Bonds were issued by the Issuer, the Beneficial Owners of such Series 2020 Bonds are categorically the party with a financial stake in the repayment of the Series 2020 Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the Issuer has agreed that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Special Assessments, the Series 2020 Bonds or any rights of the Trustee under the Indentures that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the Issuer, and, if the Trustee chooses to exercise such right, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer's claim with respect to any and all Series of the Series 2020 Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer has agreed in the Master Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to Series 2020 Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – Bankruptcy and Related Risks" herein for more information.

Events of Default and Remedies

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indentures, with respect to a Series of the Series 2020 Bonds:

(a) if payment of any installment of interest on any Series 2020 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2020 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which determination of capacity may be determined solely by the Majority Holder of the applicable Series of Series 2020 Bonds; or

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

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2020 Bond and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the applicable Series of the Series 2020 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if the amount in a Series 2020 Reserve Account is less than the applicable Series 2020 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Series 2020 Reserve Requirement on such Series of Series 2020 Bonds and such amount has not been restored within thirty (30) days of such withdrawal.

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

No Series 2020 Bonds shall be subject to acceleration. Upon the occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of such Series of Series 2020 Bonds pursuant to the Indenture shall occur unless all of such Series of Series 2020 Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of the affected the applicable Series of Outstanding Series 2020 Bonds agree to such redemption. An Event of Default with respect to a Series of Series 2020 Bonds does not constitute an Event of Default with respect to any other Series of the Series 2020 Bonds.

If any Event of Default with respect to a Series of the Series 2020 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the applicable Series of Outstanding Series 2020 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the applicable Series of Series 2020 Bonds, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of Bonds of such Series of Series 2020 Bonds and to perform its or their duties under the Act;

- (b) bring suit upon the applicable Series of Series 2020 Bonds;
- (c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the applicable Series of Series 2020 Bonds;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the applicable Series of Series 2020 Bonds; and
- (e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing applicable Series of Series 2020 Bonds.

Subject to the provisions of the Master Indenture, if any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the Issuer, the Trustee, the Paying Agent and the Bondholders of the applicable Series of Series 2020 Bonds shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

The Majority Holders of the applicable Series of the Series 2020 Bonds then subject to remedial proceedings under the Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the applicable Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the applicable Indenture.

If Events of Default have occurred and are continuing for more than one Series of Bonds as a result of any landowner(s) having failed to pay the Special Assessments, the Administration District shall determine which parcel or parcels of land affected by such non-payment which is subject to the greatest amount of Special Assessments relating to the defaulted Bonds of such Series. Upon such determination, the Administration District shall immediately provide such information to the Trustee. Based on such information, the Trustee shall follow the direction of the Majority Holders of such Series of Bonds.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for each Series of the Series 2020 Bonds is the applicable Series 2020 Special Assessments imposed on certain lands in the Districts specially benefited by the Public Infrastructure pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

The determination, order, levy, and collection of Series 2020 Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the Districts, the St. Lucie County Tax Collector (the "Tax Collector") or the St. Lucie County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, some or all of the Series 2020 Special Assessments during any year. Such delays in the collection of Series 2020 Special Assessments, or complete inability to collect any Series of the Series 2020 Special Assessments, would have a material adverse effect on the ability of the Issuer to make full or punctual payment of the debt service requirements on such Series of Series 2020 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2020 Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the Issuer is essential to continued payment of principal of and interest on the Series 2020 Bonds. The Act provides for various methods of collection of delinquent Series 2020 Special Assessments by reference to other provisions of the Florida Statutes. See "BONDOWNERS' RISKS" herein. The following is a

description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

Alternative Uniform Tax Collection Procedure for Series 2020 Special Assessments

Pursuant to the terms and provisions of the Master Indenture, the Issuer or the Administration District on behalf of the Issuer shall collect each Series of the Series 2020 Special Assessments relating to the acquisition and construction of the applicable Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer or the Administration District on behalf of the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2020 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or the timing for using the Uniform Method will not yet allow for using such method. The Florida Statutes provide that, subject to certain conditions, non-ad valorem special assessments may be collected by using the Uniform Method. The Uniform Method of collection is available only in the event the Issuer or the Administrative District on behalf of the Issuer complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2020 Special Assessments to be levied and then collected in this manner. The Issuer's election to use a certain collection method with respect to the Series 2020 Special Assessments does not preclude it from electing to use another collection method in the future. See "Foreclosure" below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method of collection is utilized, the Series 2020 Special Assessments will be collected together with City, County, special district, and other ad valorem taxes and non-ad valorem assessments, all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in District #2 subject to the Series 2020 Special Assessments. The statutes relating to enforcement of ad valorem taxes and non-ad valorem assessments provide that such taxes and assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments (including the Series 2020 Special Assessments, if any, being collected by the Uniform Method) are to be billed, and landowners in District #2 are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2020 Special Assessments. Upon any receipt of moneys by the Tax Collector from the Series 2020 Special Assessments, such moneys will be delivered to the Administration District who will in turn deliver the same to the Issuer, which will remit such Series 2020 Special Assessments to the Trustee for deposit to the applicable Series 2020 Revenue Account within the Revenue Fund, except that any Prepayments of Series 2020 Special Assessments shall be deposited to the applicable Series 2020 Prepayment Subaccount within the applicable Series 2020 Bond Redemption Account of the Bond Redemption Fund created under the applicable Indenture and applied in accordance therewith.

All County, school and special district, including the Issuer, ad valorem taxes, non-ad valorem special assessments, including the Series 2020 Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at one time, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the Tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the Series 2020 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2020 Special

Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the Issuer to make full or punctual payment of the debt service requirements on the Series 2020 Bonds.

Under the Uniform Method, if the Series 2020 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such taxes and assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Neither the Issuer nor the Underwriter can give any assurance to the holders of the Series 2020 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2020 Special Assessments, (2) that future landowners and taxpayers in the Issuer will pay such Series 2020 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the Issuer, and (4) that the eventual sale of tax certificates for real property within the Issuer, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2020 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2020 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the Issuer for payment of the applicable Series of Series 2020 Special Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector does not collect any money if tax certificates are "struck off" (issued) to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the Series 2020 Special Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within District #2 may affect the demand for certificates and the successful collection of the Series 2020 Special Assessments, which are the primary source of payment of the Series 2020 Bonds. Legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of

5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

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

If there are no bidders at the public sale, the County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

Foreclosure

The following discussion regarding foreclosure is not applicable if the Series 2020 Special Assessments are being collected pursuant to the Uniform Method. In the event that the Issuer itself, or the Administration District on behalf of the Issuer, directly levies and enforces, pursuant to Chapters 170 and 190, Florida Statutes, the collection of the Series 2020 Special Assessments levied on the land within the District #2, Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment, including a Series 2020 Special Assessment, or the interest thereon, when due, the governing body of the entity levying the assessment is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such a proceeding is in rem, meaning that it is brought against the land not against the owner. In light of the one year tolling period required before the Issuer may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the Issuer would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2020 Special Assessments and the ability to foreclose the lien of such Series 2020 Special Assessments upon the failure to pay such Series 2020 Special Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2020 Bonds offered hereby and are set forth below. Prospective investors in the Series 2020 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2020 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2020 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2020 Bonds.

Concentration of Land Ownership

As of the date of delivery of the Series 2020 Bonds, the Developer owns [all] of the assessable lands within Pod C, Pod D and Pod E of District #2, which are the lands that will be subject to the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments, respectively, securing the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds, respectively. Payment of each Series of the Series 2020 Special Assessments is primarily dependent upon their timely payment by the Developer and the other [future] landowners in Pod C, Pod D and Pod E of District #2. Non-payment of any Series of the Series 2020 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the related Series of the Series 2020 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

THE SERIES 2020 POD C BONDS, THE SERIES 2020 POD D BONDS AND THE SERIES 2020 POD E BONDS ARE SEPARATELY SECURED BY THE SERIES 2020 POD C SPECIAL

ASSESSMENTS, THE SERIES 2020 POD D SPECIAL ASSESSMENTS AND SERIES 2020 POD E SPECIAL ASSESSMENTS, RESPECTIVELY.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2020 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay the Series 2020 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2020 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2020 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of each Series of the Series 2020 Bonds under the applicable Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2020 Bonds, including, without limitation, enforcement of the obligation to pay Series 2020 Special Assessments and the ability of the District to foreclose the lien of the Series 2020 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to a Series of the Series 2020 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to the Developer or other "obligated person" (as defined in the Continuing Disclosure Agreement. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Master Indenture Provisions Relating to Bankruptcy or Insolvency of Developer or Other Obligated Person." The District cannot express any view whether such delegation would be enforceable.

Series 2020 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on each Series of the Series 2020 Bonds is the timely collection of the related Series 2020 Special Assessments. The Series 2020 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or [subsequent] landowners will be able to pay the Series 2020 Special Assessments or that they will pay such Series 2020 Special Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowners have any personal obligation to pay the Series 2020 Special Assessments. Neither the Developer nor any subsequent landowners are guarantors of payment of any Series 2020 Special Assessments, and the recourse for the failure of the Developer or any subsequent landowner to pay the

Series 2020 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2020 Special Assessments, as described herein. Therefore the likelihood of collection of the Series 2020 Special Assessments may ultimately depend on the market value of the land subject to the Series 2020 Special Assessments. While the ability of the Developer or subsequent landowners to pay the Series 2020 Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Series 2020 Special Assessments, which may also be affected by the value of the land subject to the Series 2020 Special Assessments, is also an important factor in the collection of Series 2020 Special Assessments. The failure of the Developer or subsequent landowners to pay the Series 2020 Special Assessments could render the District unable to collect delinquent Series 2020 Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the corresponding Series of Series 2020 Bonds.

Regulatory and Environmental Risks

The development of Pod C, Pod D and Pod E is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Zoning and Permitting," herein for more information.

The value of the land within District #2 subject to the Series 2020 Special Assessments, the success of the Development, the development of Pod C, Pod D and Pod E of District #2 and the likelihood of timely payment of principal and interest on the Series 2020 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2020 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Pod C, Pod D and Pod E of District #2.

The value of the lands subject to the Series 2020 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2020 Bonds. The Series 2020 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Pod C, Pod D and Pod E of District #2 and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. Moreover, the Developer has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2020 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2020 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2020 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information. See also "THE ISSUER – Outstanding and Certain Overlapping Indebtedness" for previous debt assessments levied on the lands subject to the [Series 2020 Special] Assessments.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2020 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2020 Special Assessment, even though the landowner is not contesting the amount of the Series 2020 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2020 Bonds

The Series 2020 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2020 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2020 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2020 Bonds may be sold. Such price may be lower than that paid by the current Owners of each Series of the Series 2020 Bonds, depending on the progress of development of the Development and the lands within Pod C, Pod D and Pod E of District #2, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Accounts

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2020 Special Assessments, may not adversely affect the timely payment of debt service on a Series of the Series 2020 Bonds because of the Reserve Accounts corresponding to each Series. The ability of the Reserve Accounts to fund deficiencies caused by delinquencies in the corresponding Series 2020 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in each Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Reserve Account to make up deficiencies. If the District has difficulty in collecting any Series of the Series 2020 Special Assessments, the applicable Reserve Account(s) would be rapidly depleted and the ability of the District to pay debt service on the corresponding Series of Series 2020 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the applicable Reserve Account and such other Funds, Accounts and subaccounts created under the applicable Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact a Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the corresponding Series 2020 Special Assessments in order to provide for the replenishment of the applicable Reserve Account. Each Series Reserve Account is available to pay debt service only on the applicable Series of Bonds and not the two other Series of Bonds being issued contemporaneously therewith. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Reserve Accounts" herein for more information about the Reserve Accounts.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2020 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the corresponding Series of Series 2020 Bonds to allow funds on deposit under the related Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of proceeds from each Series of the Series 2020 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits,

the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of either Series of the Series 2020 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2020 Bonds are advised that, if the IRS does audit the Series 2020 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2020 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2020 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds would adversely affect the availability of any secondary market for the Series 2020 Bonds. Should interest on the Series 2020 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2020 Bonds be required to pay income taxes on the interest received on such Series 2020 Bonds and related penalties, but because the interest rate on such Series 2020 Bonds will not be adequate to compensate Owners of the Series 2020 Bonds for the income taxes due on such interest, the value of the Series 2020 Bonds may decline.

THE INDENTURES DO NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2020 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON ANY SERIES OF THE SERIES 2020 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2020 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2020 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

Since the Series 2020 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of Series 2020 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2020 Bonds would need to ensure that subsequent transfers of the Series 2020 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2020 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2020 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2020 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation as well as the impact of federal legislation enacted in December 2017. See also "TAX MATTERS."

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2020 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Projects or the Construction of Homes within Pod C, Pod D and Pod E

The cost to finish the Projects [may/will] exceed the net proceeds from the applicable Series of the Series 2020 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Projects, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Projects. [Further, pursuant to the Indenture, the District covenants and agrees that the District shall not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within Pod C, Pod D and Pod E of District #2 for any capital project until the Series 2020 Special Assessments are Substantially Absorbed. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" for more information.]

Although the Developer has agreed to fund or cause to be funded the completion of the Projects regardless of the insufficiency of proceeds from the Series 2020 Bonds pursuant to a Completion Agreement the Developer previously entered into with District #1 as predecessor to the Issuer, there can be no assurance that the Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation[, and the Developer [is a special-purpose entity] whose assets consist primarily of its interests in Pod C, Pod D and Pod E of District #2]. See "THE DEVELOPER" herein for more information.

[Further, there is a possibility that, even if the remaining portion of Pod C, Pod D and Pod E of District #2 are developed, the Builders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction of homes in the remaining portion of Pod C, Pod D and Pod E of District #2. The Builder Contracts may also be terminated by the Builders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – Builder Contracts" herein for more information about the Builders and the Builder Contracts.] [Further, even if development of Pod C, Pod D and Pod E of District #2 is completed, there are no assurances that homes will be constructed and sold within Pod C, Pod D and Pod E of District #2. See "THE DEVELOPER" herein for more information.]

Payment of Series 2020 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2020 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF FUNDS

<u>Source of Funds</u>	Series 2020 Pod C Bonds	Series 2020 Pod D Bonds	Series 2020 Pod E Bonds
Par Amount of Series 2020 Bonds [Net Original Issue Premium/Discount]	\$ _____ [_____]	\$ _____ [_____]	\$ _____ [_____]
Total Sources	\$ _____	\$ _____	\$ _____
 <u>Use of Funds</u>			
Deposit to Series 2020 Pod C Acquisition and Construction Account	\$ _____	\$ _____	\$ _____
Deposit to Annexation Acquisition and Construction Subaccount	_____	_____	_____
Deposit to Series 2020 Pod C Capitalized Interest Account ⁽¹⁾	_____	_____	_____
Deposit to Series 2020 Pod C Reserve Account	_____	_____	_____
Deposit to Series 2020 Pod D Acquisition and Construction Account	\$ _____	\$ _____	\$ _____
Deposit to Series 2020 Pod D Capitalized Interest Account ⁽¹⁾	_____	_____	_____
Deposit to Series 2020 Pod D Reserve Account	_____	_____	_____
Deposit to Series 2020 Pod E Acquisition and Construction Account	\$ _____	\$ _____	\$ _____
Deposit to Series 2020 Pod E Reserve Account	_____	_____	_____
Costs of Issuance, including Underwriter's Discount ⁽²⁾	_____	_____	_____
Total Uses	\$ _____	\$ _____	\$ _____

(1) Such deposit shall be used to pay interest on the Series 2020 Bonds through at least November 1, 2020.

(2) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2020 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2020 Bonds:

Period Ending <u>November 1</u>	Principal Series 2020 Pod C <u>Bonds</u>	Interest Series 2020 Pod C <u>Bonds</u>	Total Debt Service for Pod C <u>Bonds</u>	Principal Series 2020 Pod D <u>Bonds</u>	Interest Series 2020 Pod D <u>Bonds</u>	Total Debt Service for Pod D <u>Bonds</u>	Principal Series 2020 Pod E <u>Bonds</u>	Interest Series 2020 Pod E <u>Bonds</u>	Total Debt Service for Pod E <u>Bonds</u>	Total Debt Service for Series 2020 <u>Bonds</u>

TOTALS

*The final maturity of the Series 2020 Bonds is November 1, 20__.

THE ISSUER

General Information

The Issuer was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 05-19 of the City Council of the City of Port St. Lucie, Florida (the "City"), enacted on April 25, 2005, as amended by Ordinance No. 06-09 of the City Council of the City, enacted on February 13, 2006, which changed the name of the Issuer from "Montage Reserve #2 Community Development District" to "Verano #2 Community Development District" (collectively, the "Ordinance"). The Issuer is contiguous with or in close proximity to five other community development districts (each a "Verano District" and together the "Other Districts," and collectively with the Issuer, the "Districts"), each of which was created by the Ordinance enacted by the City. The Issuer contains approximately 881.638 acres of land; provided, however, the Issuer anticipates annexing in the Annexation Area on or about [____], 2020, which will increase the acres of land in the District to 884.512 acres. Together, the Districts form the development known as Verano (the "Development"), which encompasses approximately 3,062 acres of land and is located wholly within the City. See "THE DEVELOPMENT" herein for more information.

Legal Powers and Authority

The Issuer is an independent special-purpose unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the Issuer) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The Issuer is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the Issuer's Board of Supervisors the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the Issuer and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) Issuer roads equal to or exceeding the specifications of the county in which such Issuer roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the Issuer; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the Issuer stated in the Act. The Ordinance provides that the Issuer may construct, but will not operate, potable water or wastewater facilities unless an interlocal agreement is entered between the City and the Issuer providing that following construction the Issuer will dedicate such facilities to the City. The Issuer does not anticipate constructing such facilities.

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

The Act exempts all property owned by the Issuer from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of lands of the Issuer to pursue any remedy for enforcement of any lien or pledge of the Issuer in connection with its bonds, including the Series 2020 Bonds.

Board of Supervisors

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

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the Issuer. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act. At the time of the sale of the Series 2020 Bonds, the Developer owns the majority of the land in the Issuer and the Other Districts.

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

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

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
John C. Csapo*	Chair	November 2022
Robert L. Fromm*	Vice-Chair	November 2020
Wayne Soojian*	Assistant Secretary	November 2020
Scott Morton*	Assistant Secretary	November 2020
Malcom Joy *	Assistant Secretary	November 2022

* Affiliated with the Developer.

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

The District Manager and Other Consultants

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

The Issuer has retained Government Management Services – South Florida, LLC, Ft. Lauderdale, Florida to serve as its district manager ("District Manager"). The District Manager's office is located at 5385 North Nob Hill Road, Sunrise, Florida 33351, telephone number (954) 721-8681.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the Issuer has employed the services of Greenberg Traurig, P.A., West Palm Beach, Florida, as Bond Counsel; AECOM Technical Services, Inc., West Palm Beach, Florida, as District Engineer; and Gonano & Harrell, Fort Pierce, Florida, as Issuer Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2020 Bonds.

Outstanding and Certain Overlapping Indebtedness

The Districts have the following bonds currently outstanding:

Overlapping Indebtedness

District #1 issued its \$8,035,000 Special Assessment Bonds, Series 2015 (2015 District #1 Project) (the "Series 2015 Bonds") on June 22, 2015 which are secured by the Series 2015 Special Assessments. The Series 2015 Bonds are currently outstanding in the aggregate principal amount of \$_____. The Series 2015 Special Assessments were initially levied on 2,666.48 gross acres within the Districts (excluding the lands in the Center District and a portion of the lands in District #1), which includes all of the lands within District #2, including the lands subject to the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and the Series 2020 Pod E Special Assessments. [The outstanding par amount of the Series 2015 Bonds currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are \$_____, \$_____, and \$_____, respectively. The Series 2015 Special Assessments currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are [\$11,820, \$9,286 and \$10,249], respectively. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" for more information. Once all of the land in District #1 that is subject to the Series 2015 Special Assessments is platted and developed, the lien of the Series 2015 Special Assessments will be removed from the lands within District #2, including without limitation, the lands in Pod C, Pod D and Pod E and assigned to certain units in District #1.]

District #2 issued its \$5,305,000 Special Assessment Bonds, Series 2017 (District #2 Pod A Project)(the "Series 2017 Pod A Bonds"), its \$4,195,000 Special Assessment Bonds, Series 2017 (District #2 Pod B Project)(the "Series 2017 Pod B Bonds") and its \$6,090,000 Special Assessment Bonds, Series 2017 (District #2 Pod C Project)(the "Series 2017 Pod C Bonds" and together with the Series 2017 Pod A

Bonds and the Series 2017 Pod B Bonds, the "Series 2017 Bonds") on December [], 2017 which are currently outstanding in the aggregate principal amounts of \$_____, \$_____ and \$_____, respectively, and which secured by the Series 2017 Pod A Special Assessments, the Series 2017 Pod B Special Assessments and the Series 2017 Pod C Special Assessments, respectively, all of which are levied on a portion of the lands in District #2. The lands subject to the Series 2017 Pod A Special Assessments and the Series 2017 Pod B Special Assessments are separate and distinct from the lands subject to the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and Series 2020 Pod E Special Assessments which secure the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds, respectively. However, the lands subject to the Series 2017 Pod C Special Assessments are levied on the same lands subject to the Series 2020 Pod C Special Assessments. The Series 2017 Pod C Special Assessments allocated to the lands in Pod C are \$_____ for 40' lots and \$_____ for 50' lots, which amounts are subject to gross up to cover early payment discounts and county collection fees, which are currently 8%.

Non-Overlapping Indebtedness

District #1 issued its \$8,160,000 Senior Special Assessment Refunding Bonds, Series 2017 (Community Infrastructure Projects) and its \$555,000 Subordinate Special Assessment Refunding Bonds, Series 2017 (Community Infrastructure Projects) on May 3, 2017 (collectively, the "Series 2017 Refunding Bonds") which are secured by the original Series 2006 Special Assessments which are levied on a portion of the lands in District #1 and the lands in the Center District, all of which lands are separate and distinct from the lands in District #2 subject to the Series 2020 Pod C Special Assessments, Pod D Special Assessment and Series 2020 Pod E Special Assessments which secure the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds, respectively.

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THE CAPITAL IMPROVEMENT PROGRAM AND THE PROJECTS

Districts' Capital Improvement Program

In 2006, the Center District issued \$55,780,000 in bonds to finance a portion of the public infrastructure within the Development (the "2006 Project"). The 2006 Project consisted of providing public infrastructure to serve development for the 2006 Project Area which consists of approximately 24 acres of commercial and industrial lands and eight acres of amenities in the Center District and for 558 residential units and amenities located within District #1. The 2006 Project is complete. District #1 issued its \$8,715,000 Series 2017 Refunding Bonds on May 3, 2017 to refinance the outstanding bonds. The 2006 Project Area is not located within District #2 and is not subject to the Series 2020 Special Assessments.

The Districts adopted a new capital improvement program pursuant to its Master's Engineer's Report for the Public Infrastructure Serving the Verano Community Development Districts dated November 17, 2005 and amended March 5, 2015 (the "Master Engineer's Report") which has been supplemented. The Master Engineer's Report was prepared by AECOM Technical Services, Inc. (the "District Engineer").

In 2015, District #1 issued \$8,035,000 in bonds to finance the remaining portion of infrastructure in District #1 (the "2015 Project"). [As of the date hereof, the 2015 Project is approximately ____% complete and is anticipated to be complete by December 2020. Until the Series 2015 Special Assessments are fully assigned to platted lots within District #1, a portion of the Series 2015 Special Assessments will be on the lands in the Pod C, Pod D and Pod E Assessment Areas. See "THE ISSUER – Outstanding and Certain Overlapping Indebtedness" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS – Overlapping Series 2015 Special Assessments."] OR [The 2015 Project is complete and the Series 2015 Special Assessments have been fully assigned to platted lots with District #1.] See "THE DEVELOPMENT – Update on the Development and Prior Projects" herein for more information regarding the status of the 2015 Project.

In 2017, District #2 issued its \$5,350,000 Series 2017 Pod A Bonds, its \$4,220,000 Series 2017 Pod B Bonds, and its \$6,400,000 Series 2017 Pod C Bonds in order to finance public infrastructure improvements associated with Pod A, Pod B, and a portion of Pod C, respectively. The Series 2017 Pod A Bonds are secured by special assessments levied on Pod A of the District #2 Lands, which is planned for 280 single-family residential units on 147.4 gross acres. The Series 2017 Pod B Bonds are secured by special assessments levied on Pod B of the District #2 Lands, which is planned for 248 single-family residential units on 115.8 gross acres. The Series 2017 Pod C Bonds are secured by special assessments levied on Pod C of the District #2 Lands. Pod C is planned for 427 single-family residential units on 127 gross acres of land. The Series 2017 Pod C Bonds financed a portion of the public infrastructure improvements associated with 213 lots within Pod C and the Series 2017 Pod C Bonds are allocated to the first 213 platted lots within Pod C. The remainder of the public infrastructure improvements associated with Pod C will be financed by proceeds from the Series 2020 Pod C Bonds. See "THE DEVELOPMENT – Update on the Development and Prior Projects" herein for more information.

District #2 Pod C Project, Pod D Project and Pod E Project

The Master Engineer's Report has been further supplemented pursuant to the Supplemental Engineer's Report for Certain Public Infrastructure Serving the Verano Community Development District #2 dated [____], 2020 (the "Supplemental Report" and together with the Master Engineer's Report, the "Engineer's Report") by the District Engineer. The Engineer's Report is attached hereto as Appendix C.

[To be updated/revised after receipt of the Supplemental Report.]

[The 2020 Pod C Special Assessments that will secure the Series 2020 Pod C Bonds will initially be levied on the remaining undeveloped acreage in Pod C of District #2 as well as the [36] platted lots which 2017 Pod C Special Assessments have not been assigned. The 2020 Pod D Special Assessments that will secure the Series 2020 Pod D Bonds will initially be levied on approximately ___ gross acres planned for 223 residential lots. The 2020 Pod E Special Assessments that will secure the Series 2020 Pod E Bonds will initially be levied on approximately ___ gross acres planned for 199 residential lots. See "THE DEVELOPMENT – Project Assessment Areas" herein for more information.

The proceeds of the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds will be used to fund a portion of the Districts' capital improvement program relating to Pods C, D and E, respectively. A breakdown of the cost estimate for the each of the projects is set forth below:

	Pod C <u>Project</u> ⁽¹⁾	Pod D <u>Project</u>	Pod E <u>Project</u>	<u>Total</u> ⁽¹⁾
<u>Infrastructure</u>				
Roadways				
Stormwater Management				
Water/Sewer/Under Grounding Differential				
Streetlights/Landscaping				
Amenities				
Professional Fees				
Total				

(1) Costs shown are associated with the remaining 214 lots to be developed within Pod C. District #2 previously issued its Series 2017 Pod C Bonds to finance a portion of the Pod C Project necessary to develop the first 213 units in Pod C. The Series 2017 Pod C Bonds were assigned to 213 lots within Pod C. The Series 2020 Pod C Bonds will be assigned to the remaining 214 units (of the 427 planned lots) in Pod C.

The net proceeds from the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds that will be deposited into the applicable acquisition and construction accounts will be approximately \$3,267,942*, \$4,522,036* and \$3,349,976*, respectively. [The Developer has previously entered into a Completion Agreement with District #1 as predecessor to the Issuer, which agreement provides that upon closing on Future Bonds, including the Series 2020 Bonds, the Developer will be obligated to complete the Remaining Projects financed with such Future Bonds, including the Pod D Project, the Pod E Project and the portion of the Pod C Project attributable to the lots that will ultimately be allocated all of the 2020 Pod C Special Assessments.] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Projects or the Construction of Homes within Pod C, Pod D or Pod E" herein.

Construction contracts for the Pod C Project were awarded and Pod C is under construction. The Pod D Project is expected to commence in _____, 202__ and is expected to be completed by _____, 202__. The Pod E Project is expected to be commence in _____, 202__ and is expected to be completed by _____, 202__. The District Engineer has indicated that all permits necessary to construct the District #2 Pod C Project, Pod D Project and Pod E Project have either been obtained or are expected to be obtained in the ordinary course. See "APPENDIX C: ENGINEER'S REPORT" for more information on the Public Infrastructure and the Pod C, Pod D and Pod E Projects. See "THE

* Preliminary, subject to change.

DEVELOPMENT" herein for more information on the status and construction of the Development and certain Development approvals.] See also "BONDOWNERS' RISKS" herein.

The Districts (other than the Center District) anticipate issuing additional bonds in the future to finance public infrastructure improvements. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" for more information.

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ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

General

The Master Assessment Methodology for Public Infrastructure for District #1, the Issuer, District #3, District #4 and District #5, dated April 9, 2015, as supplemented by the Preliminary - Third Supplemental Assessment Methodology for the Series 2020 Bonds dated January 30, 2020 (collectively, the "Assessment Methodology") describes the methodology for allocation of the Series 2020 Special Assessments to lands within Pod C, Pod D and Pod E within District #2. The Assessment Methodology has been prepared by Government Management Services – South Florida, LLC, Ft. Lauderdale, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2020 Bonds are determined, the Assessment Methodology will be amended or supplemented to reflect such final terms. Once levied and imposed, the Series 2020 Special Assessments are a first lien on the land against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the Issuer and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Pod C - 2020 Assessment Area

The Series 2020 Pod C Bonds are payable from and secured by a pledge of the Series 2020 Pod C Pledged Revenues, which consist primarily of the Series 2020 Pod C Special Assessments. [The Series 2020 Pod C Special Assessments are initially being levied on [] platted lots and on an equal acre basis against the ___ approximately 147.4 remaining gross acres in Pod C (the "Pod C - 2020 Assessment Area") and will be allocated to individual lots on a first platted first assigned basis.] See APPENDIX D: ASSESSMENT METHODOLOGY" for more information. Upon platting of the planned 214 lots in the Pod C – 2020 Assessment Area, the proposed annual Series 2020 Pod C Special Assessments to be allocated to platted units to pay debt service on the Series 2020 Pod C Bonds and the total Series 2020 Pod C Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod C Par per Unit*	Annual Pod C Assessment per Unit**
SF - 40's***	100	1.00	\$16,893	\$1,000
SF - 50's	114	[1.15]	[\$16,893]	[\$1,000]
TOTAL	214			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" and "Overlapping Series 2017 Pod C Special Assessments below.]

*** Nine of the planned 40's lots shown above are on the Annexation Parcel, which has not yet been annexed into District #2.

Pod D Assessment Area

The Series 2020 Pod D Bonds are payable from and secured by a pledge of the Series 2020 Pod D Pledged Revenues, which consist primarily of the Series 2020 Pod D Special Assessments. The Series 2020 Pod D Special Assessments are initially being levied on an equal acre basis against the approximately [] gross acres in Pod D (the "Pod D Assessment Area") and will be allocated to individual lots on a first platted first assigned basis. See APPENDIX D: ASSESSMENT METHODOLOGY" for more information. Upon platting of the planned 223 lots in the Pod D Assessment Area, the proposed annual Series 2020 Pod D

Special Assessments to be allocated to platted units to pay debt service on the Series 2020 Pod D Bonds and the total Series 2020 Pod D Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod D Par per Unit*	Annual Pod D Assessment per Unit**
SF – 40's	49	1.00	\$18,278	\$1,082
SF – 50's	107	1.15	\$21,020	\$1,245
SF – 60's	8	1.33	\$24,310	\$1,439
SF – 80's	59	1.54	\$28,148	\$1,667
TOTAL	223			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" below.]

Pod E Assessment Area

The Series 2020 Pod E Bonds are payable from and secured by a pledge of the Series 2020 Pod E Pledged Revenues, which consist primarily of the Series 2020 Pod E Special Assessments. The Series 2020 Pod E Special Assessments are initially being levied on an equal acre basis against the approximately [] gross acres in Pod E (the "Pod E Assessment Area") and will be allocated to individual lots on a first platted first assigned basis. Upon platting of the first 199 planned lots, the Series 2020 Pod E Special Assessments allocated to platted units to pay debt service on the Series 2020 Pod E Bonds and the total Series 2020 Pod E Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod D Par per Unit*	Annual Pod D Assessment per Unit**
SF – 40's	35	1.00	\$18,039	\$1,082
SF – 50's	80	1.15	\$20,750	\$1,245
SF – 60's	58	1.33	\$23,992	\$1,439
Manor/Duplex	26	0.89	\$16,055	\$963
TOTAL	199			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" below.]

[Overlapping Series 2015 Special Assessments]

[The Series 2015 Special Assessments were initially levied on 2,666.48 gross acres within the Districts (excluding the lands in the Center District and a portion of the lands in District #1), which includes all of the lands within District #2, including the lands subject to the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and the Series 2020 Pod E Special Assessments. The outstanding par amount of the Series 2015 Bonds currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are \$_____, \$_____, and \$_____, respectively. The Series 2015 Special Assessments currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are \$_____, \$_____ and \$_____, respectively. Once all of the land in District #1 that is subject to the Series 2015 Special Assessments is platted and developed, the lien of the Series 2015 Special Assessments will be removed from the lands within District #2, including without limitation, the lands in Pod C, Pod D and Pod E and assigned to certain

units in District #1. The table below shows the current overlapping Series 2015 Bond's par allocation and annual special assessments by both acreage and upon platting of the planned units in District #2:

	Total					
	Acres	2015 Par	Total 2015 Annual	Units	Par/Per Unit	Annual Per Unit
Pod C						
Pod D						
Pod E						

Delete this section if 2015 have been fully assigned.]

Other Assessments and Taxes

The Issuer anticipates continuing to levy special "maintenance" assessments to cover operation, maintenance and administrative costs in the approximate amount of [\$___ to \$___] depending on lot size per residential unit annually, which amount is subject to change. [The Pod C units will ultimately have a higher maintenance assessment to cover certain Pod C amenities, which is estimated to be approximately \$500 higher per residential unit annually.] Pursuant to the Interlocal Agreement, all maintenance assessments throughout the Development will be levied by District #5 acting as the designated Administration District. The land within the Districts has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the Districts. Exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County, the City and the School District of St. Lucie County, Florida may each levy ad valorem taxes upon the land in the Districts. Pursuant to the County's Tax Collector website, the total millage rate for lands in the Districts for 2019 was approximately [___] mills. These taxes are payable in addition to the Series 2020 Special Assessments and all other assessments levied by the Districts. The Districts have no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Assessments and Fees" for more information, including, without limitation, more information regarding the proposed homeowners' and condominium association assessments and club fees.

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The information appearing below under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer is not guaranteeing payment of the Series 2020 Bonds or the Series 2020 Special Assessments.

THE DEVELOPMENT

General

[The Districts are being developed together as a highly amenitized, master planned residential community, with commercial uses, called "Verano" that encompasses approximately 3,062 acres located within the jurisdictional limits of the City (the "Development"). The boundaries of the Development are coterminous with the boundaries of the Districts. The Development holds entitlements to include approximately 7,200 single-family, villa and multifamily residential units; a 300-space recreational vehicle (RV) park; 50 assisted living units; a 300-room hotel; 848,500 square feet of retail space; 100,000 square feet of office space; 36 holes of championship golf course with 100,000 square feet of clubhouse facilities and amenities; and a 48-acre dedicated school site.

The Development is located approximately 1.25 miles to the south of the Interstate 95/St. Lucie West Boulevard interchange via the Crosstown Parkway and is bounded on the northwest by the Florida East Coast Railroad, beyond which lies Glades Cut-Off Road and agricultural uses; on the northeast by the PGA Reserve development, Commerce Center Drive South and Interstate 95; on the south by the Tradition development, agricultural uses, and the Peacock Canal; and on the west by agricultural uses. The South Florida Water Management District C-24 Canal bisects the Development and separates the Issuer and the Center District from Districts #2, #3, #4 and #5. Access to the Development is provided by Interstate 95 (via Reserve Boulevard and Commerce Center Drive South) to the west and north, Glades Cut-Off Road to the west and to the east and west by the Crosstown Parkway. The Development is approximately 60 miles north of Palm Beach International Airport. Beaches are approximately 15 miles east of the Development. Retail shops and restaurants are located within 3 miles of the Development to the northeast and to the south.

The Districts have previously issued bonds to fund infrastructure development in other areas of the Development. To date, approximately ____ homes within District #1 have been sold and closed with homebuyers. An additional approximate ____ homes within District #1 are sold and pending closing. To date, approximately ____ homes within District #2 have been sold and closed with homebuyers. An additional approximate ____ homes within District #2 are sold and pending closing. The last three years the Development has averaged over [100] sales per annum. See "Update on the Development and Prior Projects" below for more information.

District #2 is now issuing the Series 2020 Bonds to fund infrastructure development in certain areas within District #2 and has created three separate assessment areas comprised of the Pod C – 2020 Assessment Area, the Pod D Assessment Area, and the Pod E Assessment Area to facilitate development and financing. [Each assessment area will target a different buyer.] See "Project Assessment Areas" below for more information.

Verano Development LLC, a Delaware limited liability company (the "Developer"), is the owner and developer of the land in Pod C, D and E. [Confirm Developer owns all land in all three pods/assessment

areas.] The Developer is managed by the Kolter Group (as defined herein). See "THE DEVELOPER" for more information. An affiliate of the Developer will sell lots to homebuilders in the Pod C - 2020 Assessment Area. Affiliates of the Developer are marketing and constructing homes in other areas within the Development and will do the same in the Pod D Assessment Area and the Pod E Assessment Area. See "Project Assessment Areas" below for more information.

The Development contains a wide array of product types and caters to entry level and move up buyers as well as retirees.

Update on the Development and Prior Projects

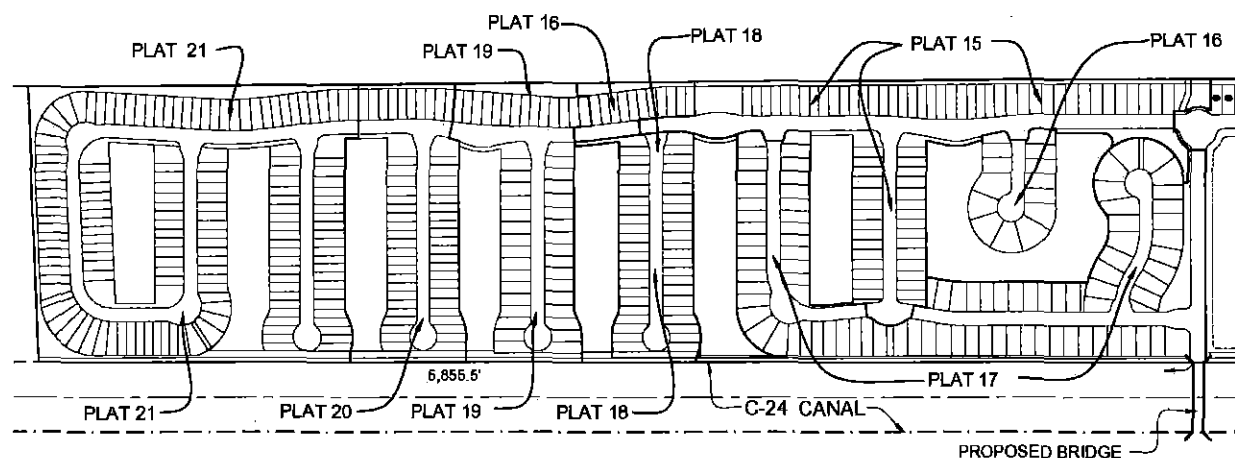
2006 Project Area – Center District and District #1

The Center District previously issued the Series 2006A Bonds, the Series 2006B Bonds, and the Series 2006B District #1 Infrastructure Bonds to finance certain master infrastructure improvements serving the Development and District #1. The Series 2006B Bonds and the Series 2006B District #1 Infrastructure Bonds have been paid in full. The outstanding Series 2006 Bonds were refunded by the Series 2017A Bonds and are secured by the Series 2006 Special Assessments which are allocated to approximately 538 assessable residential units, a 32,000 square foot clubhouse and approximately 65,000 square feet of commercial space (which includes a Publix grocery store). All infrastructure is complete in the 2006 Project Area. Approximately ____ homes have been sold and closed to date. There are approximately ____ house contracts pending closing and approximately ____ lots on the golf course for sale. There are approximately ____ lots in Model Row of which Verano has a Sales Center and ____ furnished models.

The lands in the 2006 Project Area are not subject to the 2020 Pod C Special Assessments, the 2020 Pod D Special Assessments or the 2020 Pod E Special Assessment and are not security for any Series of the Series 2020 Bonds.

2015 Project Area – District #1

2015 PROJECT



District #1 previously issued its Series 2015 Bonds to finance certain master infrastructure improvements for the remaining lands in District #1. The outstanding Series 2015 Bonds are secured by the Series 2015 Special Assessments which are allocated to all 486 lots in the 2015 Project Area. [Confirm full

allocation.] Approximately ____ homes have been sold and closed to date. There are approximately ____ house contracts pending closing.

2017 Project Area –District #2

In 2017, District #2 issued its \$5,350,000 Series 2017 Pod A Bonds, its \$4,220,000 Series 2017 Pod B Bonds, and its \$6,400,000 Series 2017 Pod C Bonds in order to finance public infrastructure improvements associated with Pod A, Pod B, and a portion of Pod C, respectively. The Series 2017 Pod A Bonds are secured by special assessments levied on Pod A of the District #2 Lands, which is planned for 280 single-family residential units on 147.4 gross acres. The Series 2017 Pod B Bonds are secured by special assessments levied on Pod B of the District #2 Lands, which is planned for 248 single-family residential units on 115.8 gross acres. The Series 2017 Pod C Bonds are secured by special assessments levied on Pod C of the District #2 Lands. Pod C is planned for 427 single-family residential units on 127 gross acres of land. The Series 2017 Pod C Bonds financed a portion of the public infrastructure improvements associated with 213 lots within Pod C and the Series 2017 Pod C Assessments which secure the Series Pod C Bonds, have been allocated to the first 213 platted lots in Pod C. [Confirm allocation.]

As of the date hereof, approximately ____ lots in Pod A have been developed and platted, approximately ____ homes have been sold and closed with end users, and an additional approximate ____ homes have been sold pending closing.

To date, approximately ____ lots in Pod B have been developed and platted, approximately ____ homes have been sold and closed with end users, and an additional approximate ____ homes have been sold pending closing.

To date, [249] lots in Pod C have been developed and platted, approximately ____ homes have been sold and closed with end users, and an additional approximate ____ homes have been sold pending closing.

Project Assessment Areas

Pod C – 2020 Assessment Area

The 2020 Pod C Special Assessments that will secure the Series 2020 Pod C Bonds will initially be levied on the [36] platted lots in the Pod C – 2020 Assessment Area and the remaining undeveloped acreage in Pod C of District #2. The lien of the 2020 Pod C Special Assessments is expected to be assigned to 214 platted lots consisting of approximately 137 forty foot (40') lots, and 77 fifty foot (50') lots.

[Update Builder info below]

[An affiliate of the Developer is anticipated to install master and lot infrastructure in Pod C and has entered into ____ Lot Purchase Agreements with NVR, Inc., a Virginia corporation d/b/a Ryan Homes ("NVR") and D.R. Horton, Inc., a Delaware corporation ("D.R. Horton" and together with NVR, the "Builders") on November 20, 2017. Both Lot Purchase Agreements are in the inspection period. Each of the Lot Purchase Agreements is for 88 fully developed lots in Pod C. The Lot Purchase Agreements provide for lot prices of \$53,500 for each 42' lot and \$65,500 for each 52' lot, subject to escalations and adjustments as set forth in the Lot Purchase Agreements. The Lot Purchase Agreements provide for initial closing dates on one 42' lot and one 52' lot by each Builder after substantial completion of the lot development work, with a second take down six months later of eight (8) lots per Builder, and then eight (8) lots each quarter by each Builder. The Developer anticipates the Builders who will construct and market homes for family

buyers including entry level production homes. Pod C will be at a lower price point than other Pods in the Development and home prices are expected to range from \$225,000 to \$375,000.

<u>Builder</u>	<u>Lots Under Contract</u>	<u>Lot Sizes</u>	<u>Base Purchase Price Per Lot*</u>	<u>Deposit</u>	<u>Initial Takedown</u>	<u>Takedown Schedule</u>
NVR	48	42' Lots	\$53,500	Inspection Period	2 lots after development conditions met	8 lots per quarter starting 6 months after 1 st takedown
	40	52"	\$65,500			
	88	Lots				
D.R. Horton	49	42' Lots	\$53,500	Inspection Period	2 lots after development conditions met	8 lots per quarter starting 6 months after 1 st takedown
	39	52"	\$65,500			
	88	Lots				

* Subject to escalation and adjustment.

NVR is a Virginia corporation and the parent company of Ryan Homes, NVHomes and Fox Ridge Homes, which construct new homes, NVR Mortgage, which provides a variety of house financing programs, and NVR Settlement Services, which provides settlement and title services. NVR operates in two business segments: house building and mortgage banking. NVR's stock trades on the New York Stock Exchange under the symbol NVR. NVR is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for NVR is No-0000906163. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 1024, 450 Fifth Street NW, Judiciary Plaza, Washington, DC, and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by NVR pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

D.R. Horton is a Delaware corporation whose stock trades on the New York Stock Exchange under the symbol DHI. D.R. Horton is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information with the SEC. The SEC file number for D.R. Horton is No-1-14122. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by D.R. Horton pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

All construction permits for the Pod C Project have been obtained. Development commenced in _____, 20__ and is expected to be completed by _____, 202__.

Pod D Assessment Area

The 2020 Pod D Special Assessments that will secure the Series 2020 Pod D Bonds will initially be levied on all of the acreage in Pod D of District #2 which is comprised of approximately ____ gross acres planned for approximately 223 residential lots, consisting of approximately 49 forty foot (40') lots, 107 fifty foot (50') lots, 8 sixty foot (60') lots and 59 eighty foot (80') lots.

Pod D will be similar to prior development and construction within Verano and will target move up buyers and retirees. An affiliate of the Developer will be the builder in Pod D. See "THE DEVELOPER" herein for more information. Home prices are expected to range from [\$260,000] to \$_____.

Development is expected to commence in the Pod D Assessment Area in _____, 202__ and is expected to be completed by _____, 202__.

Pod E Assessment Area

The 2020 Pod E Special Assessments that will secure the Series 2020 Pod E Bonds will initially be levied on all of the acreage in Pod E of District #2 which is comprised of approximately ____ gross acres planned for approximately 199 residential lots, consisting of approximately 26 duplex units, 35 forty foot (40') lots, 80 fifty foot (50') lots and 58 sixty foot (60') lots.

Pod E will be similar to prior development and construction within Verano and will target move up buyers and retirees. An affiliate of the Developer will be the builder in Pod E. See "THE DEVELOPER" herein for more information. Home prices are expected to range from _____ to \$_____.

Development is expected to commence in the Pod E Assessment Area in _____, 202__ and is expected to be completed by _____, 202__.

Land Acquisition

The Developer, through an affiliate, acquired the lands in the Development in a series of transactions from 2001 through 2011. The combined aggregate purchase price of all the land in the Development was approximately \$36 million, [paid with Developer equity. The Developer's interest in the District Lands is not subject to a mortgage.]

Development Finance Plan

General

Approximately \$__ million has been spent on development costs to date, at Verano. All costs to date have been paid for with Developer equity and proceeds from the Prior Bonds [and a loan agreement with Texas Capital Bank, N.A. and Sun Trust Bank. The Developer entered into a loan agreement with Texas Capital Bank, N.A. and SunTrust Bank on May 29, 2015 for approximately \$35 million dollars, the proceeds of which have been available to finance land development, infrastructure and home construction within the Development. The loan matures on May 29, 2018, which the Developer expects to be extended prior to maturity.] [Update]

The Developer has previously entered into a Completion Agreement with District #1 as predecessor to the Issuer, which agreement provides that upon closing on Future Bonds, including the Series 2020 Bonds, the Developer will be obligated to complete the Remaining Projects financed with such Future Bonds, including the Pod D Project, the Pod E Project and the portion of the Pod C Project attributable to the lots that will ultimately be allocated all of the Series 2020 Pod C Special Assessments. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Projects or the Construction of Homes within Pod C, Pod D or Pod E" herein.

Pod C

Land development costs for the 214 lots within the Pod C – 2020 Assessment Area are expected to be approximately _____. The Series 2020 Pod C Bonds will fund approximately \$3.27 million* in costs. Costs not funded with Pod C Bonds will be funded by [bank debt and equity]. As of the date hereof, the Developer has spent approximately \$_____ on public infrastructure, including hard and soft costs, and has spent \$_____ on private infrastructure in the Pod C – 2020 Assessment Area.

Pod D

Land development costs for the 223 lots in Pod D are expected to be approximately _____. The Series 2020 Pod D Bonds will fund approximately \$4.52 million* in costs. Costs not paid for with Pod D Bonds will be paid for with [bank debt and equity]. As of the date hereof, the Developer has spent approximately \$_____ on land development within Pod D.

Pod E

Land development costs for the 199 lots in Pod E are expected to be approximately _____. The Series 2020 Pod E Bonds will fund approximately \$3.35 million* in costs. Costs not funded with the Pod E Bonds will be paid for with [bank debt and equity]. As of the date hereof, the Developer has spent approximately \$_____ land development.

Residential Product Offerings and Projected Absorption Rates

Each Pod will be targeting a different type of user and price point. The following table reflects the Developer's current expectations for the 636 single-family homes that will be constructed in the Pod C – 2020 Assessment Area, the Pod D Assessment Area and the Pod E Assessment Area of District #2, along with the estimated number of bedrooms and bathrooms, estimated square footage, and estimated home prices, all of which are subject to change.

Pod C

Product Type	Units	Estimated Beds/Baths	Estimated Square Footage	Estimated Home Prices
SF - 40's	100	/	—	\$ — – \$ —
SF - 50's	114	/	—	\$ — – \$ —
TOTAL	214			

Pod D

Product Type	Units	Estimated Beds/Baths	Estimated Square Footage	Estimated Home Prices
SF - 40's	49	/	—	\$ — – \$ —
SF - 50's	107	/	—	\$ — – \$ —
SF - 60's	8	/	—	\$ — – \$ —
SF - 80's	59	/	—	\$ — – \$ —
TOTAL	223			

* Preliminary, subject to change.

Pod E

Product Type	Units	Estimated Beds/Baths	Estimated Square Footage	Estimated Home Prices
Duplex	26	/	— —	\$ — — \$ —
SF - 40's	35	/	— —	\$ — — \$ —
SF - 50's	80	/	— —	\$ — — \$ —
SF - 60's	58	/	— —	\$ — — \$ —
TOTAL	199			

The Developer expects: (i) approximately ___ units within Pod C will be sold and closed annually commencing in the ___ quarter of 2021 until buildout in ____, (ii) approximately ___ units within Pod D will be sold and closed annually commencing in the ___ quarter of 2021 until buildout in ____, (iii) approximately ___ units within Pod E will be sold and closed annually commencing in the ___ quarter of 2021 until buildout in _____. The above anticipated absorption rates are based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rates will occur or be realized in the time frames anticipated.

Zoning and Permitting

[Update] [The Development is situated with the Verano Development of Regional Impact (formerly the PGA Village Development of Regional Impact) (the "DRI"), which is governed by the Development Order approved by the City in Resolution No. 03-R68, as subsequently amended, and as most recently amended by Resolution No. 12-R102, adopted October 22, 2012 (the "DO"). The DRI currently approves 7,200 dwelling units; a 300 vehicle space recreational vehicle (RV) park; 50 assisted living units; 848,500 square feet of retail and service space; 100,000 square feet of office space; 300 hotel rooms; up to 2 golf courses with 100,000 square feet of ancillary golf-related facilities such as a clubhouse, dining, pro shop, cart storage and maintenance facility; and a 48-acre public school site. According to the DO, the build-out date for the DRI is December 31, 2030.

The DO contains several conditions of approval requiring internal and external improvements or land dedications during certain periods of development. Certain of these conditions, including the deeding to the City of 22.86 of land for open space conservation; the creation of a permanent water quality monitoring system to demonstrate that adjacent canals and waterways will not be negatively impacted by the Development; written confirmation from the providing utility that adequate capacity for water and wastewater service is available; dedication of rights-of-way for the four-laning of Commerce Center Drive have been completed. The construction of various other transportation-related improvements to surrounding roadways will be triggered at various stages of development. A contribution of approximately \$3 million for widening the St. Lucie West Interchange and Bridge [has been completed]. All internal development within the DRI needs to be included in an application for Planned Unit Development Zoning. PUD #1 was previously approved and covers all of the lands in District #1, which includes the lands expected to receive the full allocation of the Series 2015 Special Assessments upon platting. The Developer has commenced development in District #2. The connecting private bridge from District #1 over the C-24 canal to District #2 was required to be built at that time at a cost of approximately \$1.5 million and [has been completed].

Federal, State and local permits and site and construction plan approvals are required prior to the construction of the Public Infrastructure, including without limitation the lands in Pod C, Pod D and Pod E. Environmental resource permits for the design of the water management system for the entire DRI have

been obtained from the South Florida Water Management District, and a dredge and fill permit for the entire DRI has been obtained from the Army Corps of Engineers. See "APPENDIX C: ENGINEER'S REPORT" for additional information on the status of permits for the Development as a whole.

The District Engineer has indicated that all permits necessary to construct the Pod C Project, Pod D Project and Pod E Project have been obtained or are expected to be obtained in the ordinary course.]

Environmental

[Update] [Between March 13, 2000 and February 12, 2003, the Developer obtained multiple Phase I Environmental Site Assessments (collectively, the "Phase I ESAs") prepared by Dunkelberger Engineering & Testing, Inc. (the "Environmental Consultant") for all of the lands within the Districts. The Phase I ESAs identified several recognized environmental conditions associated with the lands' prior and then-existing agricultural uses, which included the presence of pumping stations, oil and agri-chemical storage and mixing, burning of chemical containers, the presence of above-ground storage tanks, and the application of herbicides, pesticides, fungicides and fertilizers. A Phase II Environmental Site Assessment ("Phase II") was performed in connection with certain lands in the Districts, including District #1 and a portion of District #2, to address certain recognized environmental conditions identified in two earlier Phase I ESAs and connected with the former use and storage of agri-chemical and petroleum-related products on the site. The Phase II and subsequent analysis concluded that concentrations of arsenic and copper in two soil samples slightly exceeded the Florida Department of Environmental Protection levels; however, the Phase II and subsequent analysis did not consider these conditions to be significant and did not recommend further action with respect thereto. The Phase II also found the presence of certain petroleum-related substances in a portion of District #2 outside the limits of Pods A, B and C [in Pod D & E?], and recommended that additional groundwater analysis be performed. [As of the date hereof, no additional action has been undertaken, and the Developer has indicated that it has not determined whether to undertake additional groundwater evaluation and that its decision to do so or not will depend on a variety of factors, including the ultimate use of the property that would be subject to any additional evaluation.] See "BONDOWNERS' RISK – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks. [Are Murphy parcel covered by Phase I ESA's?]]

Amenities

[Update] [The Developer completed construction of a 12,000-square foot clubhouse in 2010 which is located within District #1 and includes a fitness center, indoor and outdoor pools, four tennis courts, and two bocce courts. The approximate cost to construct the clubhouse was approximately \$5 million. The Developer has also constructed a 19,300 square foot social club with a ballroom, card room, arts and crafts and other amenities that opened in October 2015. The cost to construct the social club was approximately \$7.5 million. The Developer plans to construct additional amenities in future phases of the Development, which will be available to all residents of the Development. A Racquet Club is planned in Pod A which will contain 27 Pickle Ball Courts and Cabanas to be built in the next 18 months. Future expansion of this area will include more tennis courts and other amenities. The Pod C Project certain amenities in the Pod C Assessment Area consisting of a pool, cabana and related parking areas have been completed at an approximate cost of \$1 million.]

Utilities

[Update] [Water and wastewater services for the Development are expected to be provided by the City. The Developer anticipates entering into Utility Service Agreements with the City for the lots in the 2015 District #1 Project Area and the Assessment Areas in District #2 prior to receiving City site plan

approvals. Electrical service for the Development is expected to be provided by Florida Power & Light Company.]

Taxes, Fees and Assessments

Pod C – 2020 Assessment Area

The Series 2020 Pod C Bonds are payable from and secured by a pledge of the Series 2020 Pod C Pledged Revenues, which consist primarily of the Series 2020 Pod C Special Assessments. [The Series 2020 Pod C Special Assessments are initially being levied on [] plotted lots and on an equal acre basis against the ___ approximately 147.4 remaining gross acres in Pod C (the "Pod C - 2020 Assessment Area") and will be allocated to individual lots on a first plotted first assigned basis.] See APPENDIX D: ASSESSMENT METHODOLOGY" for more information. Upon platting of the planned 214 lots in the Pod C – 2020 Assessment Area, the proposed annual Series 2020 Pod C Special Assessments to be allocated to plotted units to pay debt service on the Series 2020 Pod C Bonds and the total Series 2020 Pod C Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod C Par per Unit*	Annual Pod C Assessment per Unit**
SF - 40's***	100	1.00	\$16,893	\$1,000
SF - 50's	114	[1.15]	[\$16,893]	[\$1,000]
TOTAL	214			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" and "Overlapping Series 2017 Pod C Special Assessments below.]

*** Nine of the planned 40's lots shown above are on the Annexation Parcel, which has not yet been annexed into District #2.

Pod D Assessment Area

The Series 2020 Pod D Bonds are payable from and secured by a pledge of the Series 2020 Pod D Pledged Revenues, which consist primarily of the Series 2020 Pod D Special Assessments. The Series 2020 Pod D Special Assessments are initially being levied on an equal acre basis against the approximately [] gross acres in Pod D (the "Pod D Assessment Area") and will be allocated to individual lots on a first plotted first assigned basis. See APPENDIX D: ASSESSMENT METHODOLOGY" for more information. Upon platting of the planned 223 lots in the Pod D Assessment Area, the proposed annual Series 2020 Pod D Special Assessments to be allocated to plotted units to pay debt service on the Series 2020 Pod D Bonds and the total Series 2020 Pod D Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod D Par per Unit*	Annual Pod D Assessment per Unit**
SF – 40's	49	1.00	\$18,278	\$1,082
SF – 50's	107	1.15	\$21,020	\$1,245
SF – 60's	8	1.33	\$24,310	\$1,439
SF – 80's	59	1.54	\$28,148	\$1,667
TOTAL	223			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" below.]

Pod E Assessment Area

The Series 2020 Pod E Bonds are payable from and secured by a pledge of the Series 2020 Pod E Pledged Revenues, which consist primarily of the Series 2020 Pod E Special Assessments. The Series 2020 Pod E Special Assessments are initially being levied on an equal acre basis against the approximately [] gross acres in Pod E (the "Pod E Assessment Area") and will be allocated to individual lots on a first platted first assigned basis. Upon platting of the first 199 planned lots, the Series 2020 Pod E Special Assessments allocated to platted units to pay debt service on the Series 2020 Pod E Bonds and the total Series 2020 Pod E Bond par per unit are as follows, per product type:

Product Type	Units	ERU's	Pod D Par per Unit*	Annual Pod D Assessment per Unit**
SF – 40's	35	1.00	\$18,039	\$1,082
SF – 50's	80	1.15	\$20,750	\$1,245
SF – 60's	58	1.33	\$23,992	\$1,439
Manor/Duplex	26	0.89	\$16,055	\$963
TOTAL	199			

* Preliminary, subject to change

** This amount will be grossed up to cover early payment discounts and county collection fees, currently 8%. [See also "Overlapping Series 2015 Special Assessments" below.]

[Overlapping Series 2015 Special Assessments]

[The Series 2015 Special Assessments were initially levied on 2,666.48 gross acres within the Districts (excluding the lands in the Center District and a portion of the lands in District #1), which includes all of the lands within District #2, including the lands subject to the Series 2020 Pod C Special Assessments, Series 2020 Pod D Special Assessments and the Series 2020 Pod E Special Assessments. The outstanding par amount of the Series 2015 Bonds currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are \$_____, \$_____, and \$_____, respectively. The Series 2015 Special Assessments currently allocated to the lands in Pod C, Pod D and Pod E of District #2 are \$_____, \$_____ and \$_____, respectively. Once all of the land in District #1 that is subject to the Series 2015 Special Assessments is platted and developed, the lien of the Series 2015 Special Assessments will be removed from the lands within District #2, including without limitation, the lands in Pod C, Pod D and Pod E and assigned to certain units in District #1. The table below shows the current overlapping Series 2015 Bond's par allocation and annual special assessments by both acreage and upon platting of the planned units in District #2:

	Total Acres	2015 Par	Total 2015 Annual	Units	Par/Per Unit	Annual Per Unit
Pod C						
Pod D						
Pod E						

Delete this section if 2015 have been fully assigned.]

Other Assessments and Taxes

The Issuer anticipates continuing to levy special "maintenance" assessments to cover operation, maintenance and administrative costs in the approximate amount of [\$___ to \$___] depending on lot size per residential unit annually, which amount is subject to change. [The Pod C units will ultimately have a higher maintenance assessment to cover certain Pod C amenities, which is estimated to be approximately \$500 higher per residential unit annually.] Pursuant to the Interlocal Agreement, all maintenance assessments throughout the Development will be levied by the Center District acting as the designated Administration District. In addition, residents will be required to pay homeowners association and club fees which currently range from [\$___ to \$___] per residential lot monthly; which amounts are subject to change. The land within the Districts has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the Districts. The total millage rate in the Districts for 2019 was approximately _____ mills. These taxes would be payable in addition to the Series 2020 Special Assessments and any other assessments levied by the Districts. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of St. Lucie County, Florida may each levy ad valorem taxes upon the land in the Districts. The Issuer has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

School age residents of the Development will attend [Bayshore Elementary, Manatee Academy K-8, Oak Hammock K-8, St. Lucie West K-8, Windmill Point Elementary, or West Gate K-8, and St. Lucie West Centennial High School or Treasure Coast High School] which are located approximately ___ miles, ___ miles, ___ miles, ___ miles, ___ miles, ___ miles away from the Development, respectively, and which were rated A, B, B, A, C, A, B and B, respectively, by the State in 2019 (the most recent year for which grades are available). The St. Lucie County School Board may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Competition

The Development is expected to compete with projects in the County market generally, which include [PGA Village, Vitalia at Tradition, Townpark at Tradition, Lake Park at Tradition, Del Webb at Tradition, the Estates at Tradition and Veranda Gardens.] The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development.

Developer Agreements

[As previously noted, the Developer has previously entered into a Completion Agreement with District #1 as predecessor to the Issuer, which agreement provides that upon closing on Future Bonds, including the Series 2020 Bonds, the Developer will be obligated to complete the Remaining Projects financed with such Future Bonds, including the Pod D Project, the Pod E Project and the portion of the Pod C Project attributable to the lots that will ultimately be allocated all of the 2020 Pod C Special Assessments. In addition, the Developer will execute and deliver to the District [a Collateral Assignment and Assumption of Development Rights] (the "Collateral Assignment"), pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, development rights relating to the Pod C – 2020 Project, the Pod D Project and the Pod E Project. [That said, the Developer has previously granted similar rights ("Prior Collateral Assignments") in

connection with the issuance of Series 2017 Bonds [and insert any others with collateral assignments that may overlap], and such rights under such Prior Collateral Assignments are superior to and may take priority over the rights granted under the Collateral Assignment.] Notwithstanding such Collateral Assignment[s], in the event the District forecloses on the lands subject to any Series of the Series 2020 Special Assessments as a result of a Developer's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the applicable Project or the development of the applicable Assessment Area. [Finally, the Developer will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in any of the Assessment Areas increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."] Such obligations of the Developer are unsecured obligations, and the Developer is a [special-purpose entity whose assets consist primarily of its interests in the Development.] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Projects or the Construction of Homes within Pod C, Pod D or Pod E" and "THE DEVELOPER" herein for more information regarding the Developer.]

THE DEVELOPER

[Verano Development LLC], a Delaware limited liability company (the "Developer"), is the developer of the Development and the owner of [all of] the lands in the Assessment Areas that are subject to the 2020 Pod C Special Assessments, the 2020 Pod D Special Assessments and the 2020 Pod E Special Assessments.

The Developer is managed by The Kolter Group LLC, a Florida limited liability company (the "Kolter Group"). The Kolter Group was organized in December 2009 and is managed by Kevin Voller, Howard Erbstein, William Johnson and Robert Julien. The Kolter Group is a private investment firm focused on real estate development and investment, based in West Palm Beach, Florida. The Kolter Group and its predecessors and affiliates (collectively, "Kolter") have sponsored over \$10 billion of real estate transactions throughout the southeastern United States, including numerous transactions throughout Florida. Since 2007, Kolter has acquired over 50 projects in Florida, consisting of over 16,000 homesites.

An affiliate of the Developer, Kolter Homes, LLC, is building and marketing some of the homes in the Development under the Cresswind brand. Cresswind is an "active adult brand" that Kolter is currently using in six communities in four different states with 556 projected sales in 2017.]

Neither the Builders nor any of the other entities listed above are guaranteeing payment of the Series 2020 Bonds or the Series 2020 Special Assessments. None of the entities listed herein, other than the Developer, has entered into any agreements in connection with the issuance of the Series 2020 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the Series 2020 Bonds in order that the interest on the Series 2020 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2020 Bonds. The District has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2020 Bonds.

In the opinions of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings, and court decisions, the interest on the Series 2020 Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Series 2020 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that the Series 2020 Bonds and the income thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income, or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the status of interest on the Series 2020 Bonds under the tax laws of any state other than the State.

The above opinions on federal tax matters with respect to the Series 2020 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District [and the Developer], and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2020 Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Series 2020 Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2020 Bonds, or the ownership or disposition of the Series 2020 Bonds. Prospective purchasers of Series 2020 Bonds should be aware that the ownership of Series 2020 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2020 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2020 Bonds, (iii) the inclusion of the interest on the Series 2020 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2020 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, and (v) the inclusion of interest on the Series 2020 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2020 Bonds. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and is not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

Original Issue Discount and Premium

Certain of the Series 2020 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2020 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Series 2020 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

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

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced, or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2020 Bonds, or adversely affect the market price or marketability of the Series 2020 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2020 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2020 Bonds from gross income for

federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2020 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2020 Bonds and proceeds from the sale of Series 2020 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2020 Bonds. This withholding generally applies if the owner of Series 2020 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2020 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2020 Bonds, that it will not limit or alter the rights of the issuer of such bonds, including the Issuer, to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2020 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2020 Bonds may initially be sold by the Issuer only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. Investment in the Series 2020 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the Issuer or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2020 Bonds upon an event of default under the respective Indentures are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indentures and the Series 2020 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the remedies provided in the

various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The Issuer

There is no litigation of any nature now pending or, to the knowledge of the Issuer threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way contesting or affecting (i) the validity of the Series 2020 Bonds or any proceedings of the Issuer taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of each Series of the Series 2020 Bonds, (iii) the existence or powers of the Issuer or (iv) the validity of the Assessment Proceedings.

The Developer

The Developer has represented that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2020 Special Assessments imposed against certain lands within the Issuer owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The Issuer has retained Bond Counsel, Issuer Counsel, the District Engineer, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2020 Bonds. Except for the payment of certain fees to the [District Engineer and the Methodology Consultant], the payment of fees of the other professionals is each contingent upon the issuance of the Series 2020 Bonds.

NO RATING

No application for a rating for the Series 2020 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2020 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX C to this Limited Offering Memorandum has been prepared by AECOM Technical Services, Inc., West Palm Beach, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Government Management Services – South Florida, LLC, Ft. Lauderdale, Florida, as Methodology Consultant, has prepared the Assessment Methodology, which is set forth as APPENDIX D hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2020 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This Issuer will covenant in a Continuing Disclosure Agreement the proposed form of which is set forth in APPENDIX G hereto, to provide its annual audited financial statements to certain information repositories as described in "CONTINUING DISCLOSURE" and APPENDIX F, commencing with the audit for the Issuer fiscal year ended [September 30, 2019]. Attached hereto as APPENDIX E is a copy of the District's audited financial statements for the District's fiscal year ended September 30, [2018], as well as the District's unaudited monthly financial statements for the period ended [December 31], 2019. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2020 Bonds are not general obligation bonds of the District and are payable solely from the Series 2020 Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the Issuer make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The Issuer is not and has not been in default on any bonds or other debt obligations since December 31, 1975.

CONTINUING DISCLOSURE

The Issuer and the Developer will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in Appendix G, for the benefit of the Series 2020 Bondholders (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the Issuer and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "Appendix G: Proposed Form of Continuing Disclosure Agreement." District #5 (as the Administration District under the Interlocal Agreement between the Issuer and the other Districts) and the remaining Other Districts (to the extent that a District other than District #5 is in the future designated as the Administration District pursuant to the Interlocal Agreement) will join in the Disclosure Agreement to the extent that any of the obligations of the Issuer under the Disclosure Agreement have been or in the future are delegated to the Administration District pursuant to the Interlocal Agreement. Under certain circumstances, the failure of the Issuer, the Administration District or the Developer to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Series 2020 Bondholders of the affected Series (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Series 2017 Bonds. [District filings under review] [The Developer have previously entered into continuing disclosure undertakings with respect to the Center District's Series 2006A Bonds, its Series 2006B Bonds and its Series 2006B District #1 Infrastructure Bonds; the Developer has entered into a continuing disclosure undertaking with respect to District #1's Series 2015 Bonds and the District's Series 2017 Bonds (collectively, the "Prior Bonds"). The Developer's continuing disclosure obligations on the Series 2006A Bonds, Series 2000B Bonds and the Series 2006B District #1 Infrastructure Bonds terminated upon the payment in full of such Bonds on May 31, 2017, June 18, 2012, and May 1, 2012, respectively. The Developer has provided continuing disclosure information pursuant to the Rule during the last five fiscal years on the Prior Bonds, as applicable. A review of filings made pursuant to such prior agreements for the Prior Bonds indicates that certain filings were not timely made and, with respect to certain information related to the Development, not complete, and that notices of such late and incomplete filings were not always provided.][Developer filings under review.]

The Issuer and the Developer fully anticipate satisfying all future disclosure obligations required pursuant to the Disclosure Agreement. The Issuer will appoint the [District Manager] as the dissemination agent in the Disclosure Agreement.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the Issuer, subject to certain conditions, to purchase (a) the Series 2020 Pod C Bonds from the Issuer at a purchase price of \$_____ (representing the par amount of the Series 2020 Pod C Bonds less [original issue discount of \$_____ and] an Underwriter's discount of \$_____), (b) the Series 2020 Pod D Bonds from the Issuer at a purchase price of \$_____ (representing the par amount of the Series 2020 Pod D Bonds less [original issue discount of \$_____ and] an Underwriter's discount of \$_____), and (c) the Series 2020 Pod E Bonds from the Issuer at a purchase price of \$_____ (representing the par amount of the Series 2020 Pod E Bonds less [original issue discount of \$_____ and] an Underwriter's discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and subject to satisfaction of such conditions or the release thereof the Underwriter will be obligated to purchase all of a Series of the Series 2020 Bonds if any Series of the Series 2020 Bonds are purchased.

The Underwriter intends to offer the Series 2020 Bonds to accredited investors at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2020 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida in and for the County, rendered on May 26, 2015. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2020 Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal

matters will be passed upon for the Issuer by its counsel, Gonano & Harrell, Fort Pierce, Florida, for the Developer (as defined herein) by its counsel, Gunster, Yoakley & Stewart, P.A., Florida and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida.

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

MISCELLANEOUS

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

The references herein to the Series 2020 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2020 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2020 Bonds.

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AUTHORIZATION AND APPROVAL

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

**VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

APPENDIX A

COPY OF MASTER INDENTURE AND PROPOSED FORMS OF SUPPLEMENTAL INDENTURES

APPENDIX B

PROPOSED FORMS OF OPINIONS OF BOND COUNSEL

APPENDIX C
ENGINEER'S REPORT

APPENDIX D
ASSESSMENT METHODOLOGY

APPENDIX E
ISSUER'S FINANCIAL STATEMENTS

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated _____, 2020 is executed and delivered by the Verano #2 Community Development District (the "Issuer" or the "District"), Verano Development LLC, a Delaware limited liability company (the "Developer"), and Governmental Management Services - South Florida, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project) (the "Series 2020 Pod C Bonds"), its Special Assessment Bonds, Series 2020 (District #2 Pod D Project) (the "Series 2020 Pod D Bonds"), and its Special Assessment Bonds, Series 2020 (District #2 Pod E Project) (the "Series 2020 Pod E Bonds," together with the Series 2020 Pod C Bonds and the Series 2020 Pod D Bonds, the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture"), and with respect to the Series 2020 Pod C Bonds, as supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod C Indenture"), with respect to the Series 2020 Pod D Bonds, as supplemented by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod D Indenture") and with respect to the Series 2020 Pod E Bonds, and as supplemented by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture," and together with the Master Indenture, collectively, the "Pod E Indenture"), each entered into by and between the Issuer, the Other Districts (as defined herein) 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 designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Pod C Indenture, the Pod D Indenture and the Pod E Indenture are collectively referred to herein as the "Indenture." Verano #5 Community Development District ("District #5") joins in this Disclosure Agreement as the Administration District under an Interlocal Agreement among the District, Verano Center Community Development District (the "Center District"), Verano #1 Community Development District ("District #1"), Verano #3 Community Development District ("District #3") and Verano #4 Community Development District ("District #4", and together with the Center District, District #1, District #3, and District #5, the "Other Districts"), dated April 9, 2015, as amended and supplemented (collectively, the "Interlocal Agreement"). The Other Districts join in this Disclosure Agreement in the event a district other than District #5 is designated as the Administration District pursuant to the Interlocal Agreement. The Issuer, the Other Districts, the Developer and the Dissemination Agent covenant and agree as follows:

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

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

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

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

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

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

"Assessment Areas" shall mean the Pod C Assessment Area, the Pod D Assessment Area and the Pod E Assessment Area, each located within the District, that are subject to the Pod C Special Assessments, the Pod D Special Assessments and the Pod E Special Assessments.

"Assessments" shall mean the Pod C Special Assessments, the Pod D Special Assessments and the Pod E Special Assessments pledged to the payment of the Series 2020 Pod C Bonds, Series 2020 Pod D Bonds and Series 2020 Pod E Bonds, respectively, pursuant to the Pod C Indenture, Pod D Indenture and Pod E Indenture, respectively.

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

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

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

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

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services - South Florida, LLC has been designated as the initial Dissemination Agent hereunder.

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

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

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

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

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

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated _____, 2020, prepared in connection with the issuance of the Bonds.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to any Series of Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Series of Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments in any Assessment Area.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Pod C Assessment Area" shall mean the portion of the District lands subject to the Pod C Special Assessments.

"Pod C Special Assessments" shall mean the Special Assessments pledged to the payment of the Series 2020 Pod C Bonds pursuant to the Pod C Indenture.

"Pod D Assessment Area" shall mean the portion of the District lands subject to the Pod D Special Assessments.

"Pod D Special Assessments" shall mean the Special Assessments pledged to the payment of the Series 2020 Pod D Bonds pursuant to the Pod D Indenture.

"Pod E Assessment Area" shall mean the portion of the District lands subject to the Pod E Special Assessments.

"Pod E Special Assessments" shall mean the Special Assessments pledged to the payment of the Series 2020 Pod E Bonds pursuant to the Pod E Indenture.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be August 1, 2020.

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

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

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

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

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

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2020. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2019 on or before June 30, 2020. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

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

(d) The Dissemination Agent shall:

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

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

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

4. **Content of Annual Reports.**

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

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

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

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

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

(v) All fund balances in all Funds and Accounts for each Series of Bonds.

(vi) The total amount of each Series of Bonds Outstanding.

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

(viii) The principal amount of each Series of Assessments assigned to platted units.

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

(x) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial

statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

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

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

5. Quarterly Reports.

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

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

(i) The number and type of lots in each Assessment Area subject to the Assessments.

(ii) The number and type of lots owned in each Assessment Area by the Obligated Person.

(iii) The number and type of lots platted in each Assessment Area.

(iv) The number and type of lots under contract with homebuilders in each Assessment Area, if any.

(v) The number and type of lots closed with homebuilders in each Assessment Area and the name of the homebuilder, if any.

(vi) The number and type of homes under contract with homebuyers in each Assessment Area.

(vii) The number and type of homes closed with homebuyers (delivered to end users) in each Assessment Area.

(viii) Any change to the number or type of lots planned to be developed in each Assessment Area by the Obligated Person.

(ix) Materially adverse changes or determinations to permits/approvals for the development of each Assessment Area which necessitate changes to the land use plans of any Obligated Person.

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

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

6. Reporting of Listed Events.

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2020 Reserve Account reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*

(v) Substitution of credit or liquidity providers, or their failure to perform;*

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

(vii) Modifications to rights of Bond holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

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

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other

* Not applicable to the Bonds at their date of issuance.

similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

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

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

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

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

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

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be

deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services - South Florida, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services - South Florida, LLC. Governmental Management Services - South Florida, LLC, may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person.

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

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of the each Obligated Person, if any.

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

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

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated

Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

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

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

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

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

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

18. **Administration District.** To the extent that any of the obligations of the Issuer hereunder have been or in future are delegated to District #5 as the Administration District pursuant to the Interlocal Agreement, District #5 hereby joins in to this Disclosure Agreement and assumes such obligations of Issuer hereunder; provided, however, that nothing herein shall relieve the Issuer of its obligations under this Disclosure Agreement. In the event a district other than District #5 is designated as the Administration District pursuant to the Interlocal Agreement, the District agrees, and each of the Other Districts joins in this Disclosure Agreement and agrees, to assume all obligations imposed on the Administration District hereunder.

19. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure

Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

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

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT, AS ADMINISTRATION DISTRICT

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**VERANO #1 COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**VERANO #3 COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**VERANO #4 COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**VERANO DEVELOPMENT LLC, AS
DEVELOPER**

By: _____
_____, Manager

**GOVERNMENTAL MANAGEMENT
SERVICES - SOUTH FLORIDA, LLC, and its
successors and assigns, AS DISSEMINATION
AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**GOVERNMENTAL MANAGEMENT
SERVICES - SOUTH FLORIDA, LLC,
AS DISTRICT MANAGER**

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

**U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

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

Name of Issuer: Verano #2 Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod C – 2020 Project);
\$_____ original aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod D Project); and
\$_____ original aggregate principal amount of Special Assessment Bonds, Series 2020 (District #2 Pod E Project)

Obligated Person(s): Verano #2 Community Development District;
_____.

Original Date of Issuance: _____, 2020

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated _____, 2020, by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

SIXTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of February 1, 2020

Authorizing and Securing
\$ _____
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD C - 2020 PROJECT)

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THIS SIXTH SUPPLEMENTAL TRUST INDENTURE (the "Sixth Supplemental Indenture"), dated as of February 1, 2020 between the VERANO #2 COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Sixth Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized, created, established and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and Ordinance No. 05-19, enacted by the governing body of the City of Port St. Lucie, Florida (the "City") on April 25, 2005, as amended on February 13, 2006, as further amended from time to time for the purpose, among other things, of financing and managing the acquisition, construction, maintenance, and operation of public infrastructure improvements authorized by the Act (hereinafter defined); and

WHEREAS, the Issuer is contiguous, or in close proximity to the other Districts (as herein defined) and pursuant to the Interlocal Agreement (as herein defined), has determined to each enter into that certain Master Indenture dated as of June 1, 2015 from the Districts to the Trustee (herein, the "Master Indenture") and from time to time, each and any of the Districts to act as an issuer of one or more Series of Bonds to finance Public Infrastructure (as defined in the Master Indenture) within and without the geographical boundaries of the Issuer; it being understood that in connection with a Series of Bonds only the Issuer and the Administration District (hereinafter defined) will have any obligations or duties in connection with such Series; and

WHEREAS, the premises currently governed by the Districts, as further described in Exhibit A attached to the Master Indenture (the "District Lands") currently consist in total of approximately 3,062 acres of land located entirely within the incorporated area of the City of Port St. Lucie, Florida (the "City"); and

WHEREAS, upon the annexation of the herein defined Annexation Area, the premises governed by the Issuer will be approximately 884.512 acres and then shall constitute the total District Land; and

WHEREAS, the Issuer, along with the other Districts when acting as an Issuer, has determined to undertake, in one or more stages, the acquisition and construction of certain Public Infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in the Master Engineer's Report (as herein defined) attached hereto as Exhibit "B," the "Total Project"); and

WHEREAS, the Issuer proposes to finance the cost of acquisition and construction of a portion of the Total Project, by the issuance of the herein defined Series 2020 Pod C Bonds as

described in the Master Engineer's Report and issued pursuant to the Master Indenture and this Sixth Supplemental Indenture; and

WHEREAS, the Issuer, along with the other Districts, have previously adopted Joint Resolution No. 2015-08 on April 9, 2015, authorizing the issuance of not to exceed \$469,400,000 in aggregate principal amount of its special assessment bonds, in one or more series (the "Bonds") to finance all or a portion of the Total Project for the special benefit of the District Lands or portions thereof; and

WHEREAS, Verano Development, LLC, a Florida limited liability company (the "Developer") is the master developer of a residential community to be located within the Districts and will construct all of the Public Infrastructure necessary to serve the residential community located in the Districts, a portion of which will be purchased by the Issuer with a portion of the proceeds of the Series 2020 Pod C Bonds (such public infrastructure, as described on Exhibit A, being financed with the proceeds of the Series 2020 Pod C Bonds is herein collectively referred to as the "District #2 Pod C - 2020 Project") which includes the public infrastructure with respect to the Annexation Area if the Annexation Release Conditions have been satisfied by November 1, 2020; and

WHEREAS, the Issuer has, pursuant to Resolution No. 2020-03, adopted on February ___, 2020, determined to issue a second Series of Bonds designated as the Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project) in the principal amount of not exceeding \$4,765,000 (the "Series 2020 Pod C Bonds"), pursuant to the Master Indenture and this Sixth Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture" or "Applicable Indenture") to finance all or a portion of the District #2 Pod C - 2020 Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2020 Pod C Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod C - 2020 Project, (ii) the payment of Capitalized Interest on the Series 2020 Pod C Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod C Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod C Bonds; and

WHEREAS, the Series 2020 Pod C Bonds will be secured by a pledge of Series 2020 Pod C Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2020 Pod C Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2020 Pod C Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020 Pod C 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 Series 2020 Pod C Pledged Revenues (as defined herein) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2020 Pod C Bonds issued

hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2020 Pod C Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2020 Pod C Bonds issued and to be issued under this Sixth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Sixth Supplemental Indenture) of any one Series 2020 Pod C Bond over any other Series 2020 Pod C 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 2020 Pod C 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 2020 Pod C 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 Sixth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Sixth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

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

“Acquisition Agreement” shall mean that certain Improvement Acquisition Agreement relating to the acquisition of the District #2 Pod C - 2020 Project, by and between the Developer and the Issuer, or the Administration District on behalf of the Issuer.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and Part I of Chapter 163, Florida Statutes, as such statutes are amended from time to time, and any successor statutes thereto.

“Administration District” shall mean initially the Verano District #5 Community Development District and subsequently any of the other Districts designated by the Districts pursuant to the Interlocal Agreement to serve in such capacity in connection with the Series 2020 Pod C Bonds and the District #2 Pod C - 2020 Project.

“Annexation Area” shall mean approximately 2.87 acres planned to be annexed into the District.

“Annexation Release Conditions” shall mean:

- (i) the Developer has closed on the purchase of the Annexation Area;
- (ii) the annexation of the Annexation Area into the District has been completed;
- (iii) all proceedings relating to the imposition of the Series 2020 Pod C Special Assessments on the assessable lands within the Annexation Area has been completed, the lien thereon has been levied, and the Developer has entered into a true-up agreement with the Issuer relative to the Annexation Area in a form acceptable to the Issuer’s counsel;
- (iv) Issuer’s counsel will deliver its opinion to the Issuer and the Trustee to the effect that the Series 2020 Pod C Special Assessments levied on the assessable lands in the Annexation Area are legal, valid, binding Special Assessments and will be first liens on such lands as are the Series 2020 Pod C Special Assessments that are already levied on the lands within Pod C; and
- (v) Execution and delivery of a declaration of consent to the imposition of the Series 2020 Pod C Special Assessments to the Annexation Area and a completion agreement and a collateral assignment relating to the Annexation Area (either by amendment to the existing completion agreement and collateral assignment or by way of a new instruments in the same forms and on the same terms as set forth in the completion agreement and collateral assignment entered into in connection with the issuance of the Series 2020 Pod C Bonds).

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2020 Pod C Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2020-01, Resolution No. 2020-02 and Resolution No. 2020-__ of the Issuer adopted on February __, 2020, February __, 2020 and March __, 2020, respectively, as amended and supplemented from time to time. The aforementioned Assessment Resolutions do not pertain to the Annexation Area.

“Authorized Denomination” shall mean, with respect to the Series 2020 Pod C Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2020 Pod C Bonds at the time of initial delivery of the Series 2020 Pod C Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2020 Pod C Bonds the investor letter in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Capitalized Interest” shall mean interest due or to become due on the Series 2020 Pod C Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2020 Pod C Bonds.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the material documents necessary to complete the District #2 Pod C - 2020 Project are collaterally assigned as security for the Developer’s obligation to pay the Series 2020 Pod C Special Assessments imposed against lands within Pod C of District #2 owned by the Developer from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2020 Pod C Bonds, dated the date of delivery of the Series 2020 Pod C Bonds, by and among the Issuer, the dissemination agent named therein, the Developer and joined by the parties named therein, in connection with the issuance of the Series 2020 Pod C Bonds.

“District #2 Pod C - 2020 Project” shall mean the public infrastructure described in Exhibit A attached hereto.

“District Manager” shall mean Governmental Management Services - South Florida, LLC, and its successors and assigns.

“Districts” shall mean Verano Center Community Development District, the Issuer, Verano District #1 Community Development District, Verano District #3 Community Development District, Verano District #4 Community Development District and Verano District #5 Community Development District.

“Indenture” or “Applicable Indenture” shall mean collectively, the Master Indenture and this Sixth Supplemental Indenture.

“Interlocal Agreement” shall mean that certain Amended and Restated Interlocal Agreement by and among the Districts.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing [November] 1, 2020.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2020 Pod C Bonds.

“Master Engineer’s Report” shall mean that certain Master Engineer’s Report for the Public Infrastructure serving the Verano Community Development District dated November 17, 2005, last revised January __, 2020 prepared by AECOM Technical Services, Inc.

“Master Indenture” shall mean the Master Trust Indenture, dated as of June 1, 2015, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2020 Pod C Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2020 Pod C Bonds as specifically defined in this Sixth Supplemental Indenture).

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

“Pod C” shall mean the assessable area within District #2 which benefits from the District #2 Pod C - 2020 Project and on which lands the Issuer will levy the Series 2020 Pod C Special Assessments as such area is described on the map on Exhibit E attached hereto. Pod C shall include the Annexation Area once the Annexation Release Conditions have been satisfied as provided in Section 4.01(a) hereof.

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2020 Pod C Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2020 Pod C Special Assessments. “Prepayments” shall include, without limitation, Series 2020 Pod C Prepayment Principal.

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

“Redemption Price” shall mean the principal amount of any Series 2020 Pod C Bond payable upon redemption thereof pursuant to this Sixth Supplemental Indenture.

“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.

“Resolution” shall mean collectively (i) Resolution No. 2015-05 of the Issuer adopted on April 9, 2015, pursuant to which the Issuer authorized the issuance of not exceeding \$469,400,000 aggregate principal amount of its Bonds to finance the acquisition or construction of certain public infrastructure pursuant to the Act, and (ii) Resolution No. 2020-01 of the Issuer adopted on October 19, 2017, pursuant to which the Issuer authorized the issuance of not exceeding \$15,865,000 aggregate principal amount of its Series 2020 Pod C Bonds to finance the acquisition of the District #2 Pod C - 2020 Project, its Series 2020 Pod D Bonds to finance the District #2 Pod D Project and its Series 2020 Pod E Bonds to finance the District #2 Pod E Project, specifying parameters by which the details of the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds shall be determined and awarding the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds to the Underwriter of the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds pursuant to such parameters.

“Series 2020 Pod D Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Seventh Supplemental Indenture, and secured and authorized by the Master Indenture and such Seventh Supplemental Indenture.

“Series 2020 Pod E Bonds” shall mean the \$ _____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Eighth Supplemental Indenture, and secured and authorized by the Master Indenture and such Eighth Supplemental Indenture.

“Series 2020 Pod C Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2020 Pod C Bond Redemption Account” shall mean the Series 2020 Pod C Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020 Pod C Bonds” shall mean the \$ _____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Sixth Supplemental Indenture, and secured and authorized by the Master Indenture and this Sixth Supplemental Indenture.

“Series 2020 Pod C Capitalized 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 Sixth Supplemental Indenture.

“Series 2020 Pod C Costs of Issuance Account ” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2020 Pod C General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod C Bond Redemption Account pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020 Pod C 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 Sixth Supplemental Indenture.

“Series 2020 Pod C Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod C Bond Redemption Account pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020 Pod C Pledged Revenues” shall mean with respect to the Series 2020 Pod C Bonds (a) all revenues received by the Issuer from Series 2020 Pod C Special Assessments levied and collected on the assessable lands within Pod C, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod C Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod C Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Series 2020 Pod C Bonds; provided, however, that Series 2020 Pod C Pledged

Revenues shall not include (A) any moneys transferred to the Series 2020 Pod C Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

"Series 2020 Pod C Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2020 Pod C Special Assessments being prepaid pursuant to Section 4.06 of this Sixth Supplemental Indenture or as a result of an acceleration of the Series 2020 Pod C Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2020 Pod C Special Assessments are being collected through a direct billing method.

"Series 2020 Pod C Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod C Bond Redemption Account pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

"Series 2020 Pod C 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 Sixth Supplemental Indenture.

"Series 2020 Pod C Rebate Fund " shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Sixth Supplemental Indenture.

"Series 2020 Pod C Reserve Account" shall mean the Series 2020 Pod C Reserve Account established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Sixth Supplemental Indenture.

"Series 2020 Pod C Reserve Requirement" or "Reserve Requirement" shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod C Bonds. Any amount in the Series 2020 Pod C Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod C Bonds, be used to pay principal of and interest on the Series 2020 Pod C Bonds at that time. The initial Series 2020 Pod C Reserve Requirement shall be equal to \$_____.

"Series 2020 Pod C 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 Sixth Supplemental Indenture.

"Series 2020 Pod C 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 Sixth Supplemental Indenture.

"Series 2020 Pod C Special Assessments" shall mean a portion of the Special Assessments initially levied on the assessable lands within a portion of Pod C of District #2 as a result of the Issuer's acquisition and/or construction of the District #2 Pod C - 2020 Project,

corresponding in amount to the debt service on the Series 2020 Pod C Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means, with respect to the Series 2020 Pod C Bonds, the date at least 75% of the residential units within Pod C that will secure the Series 2020 Pod C Bonds that have received certificates of occupancy.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2020 Pod C Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2020 Pod C Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II THE SERIES 2020 POD C BONDS

SECTION 2.01. Amounts and Terms of Series 2020 Pod C Bonds; Issue of Series 2020 Pod C Bonds. No Series 2020 Pod C Bonds may be issued under this Sixth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2020 Pod C Bonds that may be issued under this Sixth Supplemental Indenture is expressly limited to \$_____. The Series 2020 Pod C Bonds shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2020 Pod C Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2020 Pod C Bonds upon execution of this Sixth 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 2020 Pod C Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2020 Pod C Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2020 Pod C Bonds shall be authenticated as set forth in the Master Indenture. No Series 2020 Pod C 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 2020 Pod C Bonds.

(a) The Series 2020 Pod C Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of constructing and acquiring the District #2 Pod C - 2020 Project, (ii) to pay Capitalized Interest on the Series 2020 Pod C Bonds through at least November 1, 2020, (iii) to fund the Series 2020 Pod C Reserve Account in an amount equal to the Series 2020 Pod C Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2020 Pod C Bonds. The Series 2020 Pod C Bonds shall be designated "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2020 Pod C Bonds shall be dated as of the date of initial delivery. Interest on the Series 2020 Pod C Bonds shall be payable on each May 1 and November 1 Interest Payment Date, commencing November 1, 2020, to maturity or prior redemption in full. Interest on the Series 2020 Pod C Bonds shall be payable from the most recent May 1 and November 1 Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or

November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November] 1, 2020, in which case from the date of initial delivery or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod C Bonds, the principal or Redemption Price of the Series 2020 Pod C 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 2020 Pod C Bonds. Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod C Bonds, the payment of interest on the Series 2020 Pod C Bonds shall be made on each Interest Payment Date to the Owners of the Series 2020 Pod C 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 2020 Pod C 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 2020 Pod C 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 2020 Pod C Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2020 Pod C Bonds.

(a) The Series 2020 Pod C Bonds will mature on November 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

Year

Amount

Interest Rate

*Term Bonds

(b) Interest on the Series 2020 Pod C Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2020 Pod C Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2020 Pod C Bond Proceeds. From the net proceeds of the Series 2020 Pod C Bonds received by the Trustee in the amount of \$ _____.

(a) \$ _____ derived from the net proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Capitalized Interest Account;

(b) \$ _____ derived from the net proceeds of the Series 2020 Pod C Bonds (which is an amount equal to the Series 2020 Pod C Reserve Requirement) shall be deposited in the Series 2020 Pod C Reserve Account of the Reserve Fund;

(c) \$ _____ derived from the net proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2020 Pod C Bonds; and

(d) \$ _____ representing the balance of the net proceeds of the Series 2020 Pod C Bonds of which \$ _____ shall be deposited in the Series 2020 Pod C Acquisition and Construction Account and \$ _____ shall be deposited into the Annexation Acquisition and Construction Subaccount which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this Sixth Supplemental Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2020 Pod C Bonds. The Series 2020 Pod C Bonds shall be issued as one fully registered bond for each maturity of Series 2020 Pod C Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2020 Pod C Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for

maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2020 Pod C Bonds ("Beneficial Owners").

Principal and interest on the Series 2020 Pod C Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2020 Pod C Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2020 Pod C Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2020 Pod C Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2020 Pod C Bonds in the form of fully registered Series 2020 Pod C Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2020 Pod C Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Pod C Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2020 Pod C 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 2020 Pod C Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2020 Pod C Bonds.
In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Pod C Bonds, all the Series 2020 Pod C Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture and this Sixth Supplemental Indenture;
- (c) An opinion of Counsel to the Issuer also addressed to the Trustee substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase the District #2 Pod C - 2020 Project being financed with the proceeds of the Series 2020 Pod C Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the District #2 Pod C - 2020 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2020 Pod C Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2020 Pod C Special Assessments, (v) the Series 2020 Pod C Special Assessments are legal, valid and binding liens upon the property against which such Series 2020 Pod C Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and (vi) the Interlocal Agreement is a valid binding agreement among the Districts;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Pod C Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Sixth Supplemental Indenture; and
- (e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2020 Pod C Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2020 Pod C Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2020 POD C BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2020 Pod C 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 2020 Pod C Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2020 Pod C Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2020 Pod C Bonds or portions of the Series 2020 Pod C Bonds to be redeemed by lot. Partial redemptions of Series 2020 Pod C Bonds shall be made in such a manner that the remaining Series 2020 Pod C Bonds held by each Bondholder shall be in Authorized Denominations.

(a) Optional Redemption. The Series 2020 Pod C Bonds may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod C Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod C Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod C Optional Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod C Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod C Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2020 Pod C Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod C Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod C Prepayment Principal deposited into the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account and from amounts in the Series 2020 Pod C Reserve Account in excess of the Series 2020 Pod C Reserve Requirement, as described in Section 4.01(f) hereof, following the payment in whole or in part of Series 2020 Pod C Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.06(a) of this Sixth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod C Funds, Accounts, and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod C Rebate Fund, the Series 2020 Pod C Acquisition and Construction Account and the Annexation Area Acquisition and Construction Subaccount) sufficient to pay and redeem all Outstanding Series 2020 Pod C Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount not otherwise reserved to complete the District #2 Pod

C - 2020 Project or from funds on deposit in the Annexation Acquisition and Construction Subaccount after November 1, 2020, if the Annexation Release Conditions have not been satisfied by such date and, in either case, such funds have been transferred to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod C Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of Series 2020 Pod C Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod C Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod C Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod C Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such

redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2020 Pod C Bonds under any provision of this Sixth Supplemental Indenture or directed to redeem Series 2020 Pod C Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2020 Pod C Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2020 POD C 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 2020 Pod C Acquisition and Construction Account." Within such Account the Trustee shall establish a separate subaccount designated as the "Annexation Acquisition and Construction Subaccount." Proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount in the amounts set forth in Section 2.06 of this Sixth Supplemental Indenture, together with any other moneys that may be transferred to the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount as provided for herein. Such moneys in the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for in the Acquisition Agreement. No moneys on deposit in the Annexation Acquisition and Construction Subaccount shall be requisitioned by the Issuer until the Annexation Release Conditions have been satisfied. Upon the occurrence of the Annexation Release Conditions, the District Engineer and the Developer will certify such facts to the Issuer and the District Manager. Upon such certification, the District Manager will provide written notice to the Trustee that the Annexation Release Conditions have been satisfied, and that the moneys on deposit in the Annexation Acquisition and Construction Subaccount may be requisitioned pursuant to Section 5.01 of the Master Indenture and this Section 4.01(a), to be applied by the Issuer as provided for in the Acquisition Agreement (the "Trustee Release Conditions Notice"). The Trustee may conclusively rely on the Trustee Release Conditions Notice regarding the satisfaction of the Annexation Release Conditions. Upon satisfaction of the Annexation Release Conditions as evidenced by the Trustee's receipt of the Trustee Release Conditions Notice, the moneys in the Annexation Acquisition and Construction Subaccount may be requisitioned by the Issuer for any portion of the Pod C - 2020 Project, including Pod C - 2020 Project improvements related to the Annexation Area. Any moneys remaining in the Series 2020 Pod C Acquisition and Construction Account and, if applicable, the Annexation Acquisition and Construction Subaccount after the Completion Date, except for any moneys reserved therein for the payment of any Costs of the Pod C - 2020 Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Pod C - 2020 Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account, and thereafter, the Series 2020 Pod C Acquisition and Construction Account and the Annexation Acquisition and Construction Subaccount shall be closed. If the Trustee in not in receipt of the Trustee Release Conditions Notice by November 1, 2020, the Trustee shall transfer the moneys on deposit in the Annexation Acquisition and Construction Subaccount to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption

Account. Notwithstanding the foregoing, the Issuer shall not cause the Completion Date for the 2020 Project to be declared until at least the earlier of November 1, 2020 or the date the Trustee receives the Trustee Release Conditions Notice. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod C Acquisition and Construction Account and when applicable after the receipt of the Trustee Release Conditions Notice, the Annexation Acquisition and Construction Subaccount. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2020 Pod C Costs of Issuance Account." Proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Costs of Issuance Account in the amount set forth in Section 2.06 of this Sixth Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod C Costs of Issuance Account to pay the costs of issuing the Series 2020 Pod C Bonds. Six months after the issuance of the Series 2020 Pod C Bonds, any moneys remaining in the Series 2020 Pod C Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2020 Pod C Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2020 Pod C Bonds shall be paid from excess Series 2020 Pledged Revenues on deposit in the Series 2020 Pod C Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2020 Pod C Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2020 Pod C Revenue Account." Series 2020 Pod C Special Assessments (except for Prepayments of Series 2020 Pod C Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod C Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod C Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Sixth 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 2020 Pod C Principal Account." Moneys shall be deposited into the Series 2020 Pod C Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the "Series 2020 Pod C Interest Account" and the "Series 2020 Pod C Capitalized Interest Account." Moneys deposited into the Series 2020 Pod C Interest Account and Series 2020 Pod C Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Sixth Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2020 Pod C Sinking Fund Account." Moneys shall be deposited into the Series 2020 Pod C Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Sixth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2020 Pod C Reserve Account." Proceeds of the Series 2020 Pod C Bonds shall be deposited into the Series 2020 Pod C Reserve Account in the amount set forth in Section 2.06 of this Sixth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2020 Pod C Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Sixth Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod C Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod C Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2020 Pod C Bonds caused by investment earnings to the Series 2020 Pod C Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod C Revenue Account to be applied in accordance with 4.02 hereof.

At such time the principal of the Series 2020 Pod C Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod C Special Assessments, pursuant to Section 3.01(b)(i) hereof, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod C Reserve Requirement and communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod C Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod C Prepayment Subaccount and shall apply such excess in accordance with Section 3.01(b)(i) on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod C Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by a majority of the Holders of the Series 2020 Pod C Bonds to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod C Special Assessments and applied to redeem a portion of the Series 2020 Pod C Bonds is less than the principal amount of Series 2020 Pod C Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2020 Pod C Bond Redemption Account" and within such Account, a "Series 2020 Pod C General Redemption Subaccount," a "Series 2020 Pod C Optional Redemption Subaccount," and a "Series 2020 Pod C Prepayment Subaccount." Except as otherwise provided in this Sixth Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2020 Pod C Bonds, moneys to be deposited into the Series 2020 Pod C Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account.

(h) Moneys that are deposited into the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2020 Pod C Bonds for the

extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii).

(i) Moneys in the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account (including all earnings on investments held in such 2020 Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2020 Pod C Bonds equal to the amount of money transferred to the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall (taking into account the amount from the Series 2020 Pod C Reserve Account which will be available for a credit against such Prepayment) calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2020 Pod C Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2020 Pod C Rebate Fund designated as the "Series 2020 Pod C Rebate Fund" when deposits are required to be made therein. Moneys shall be deposited into the Series 2020 Pod C Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2020 Pod C Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2020 Pod C Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2020 Pod C Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020 Pod C Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod C Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the interest on the Series 2020 Pod C Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod C Capitalized Interest Account or Series 2020 Pod C Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod C Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the interest on the Series 2020 Pod C Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod C Capitalized Interest Account or the Series 2020 Pod C Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20XX, to the Series 2020 Pod C Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the

principal amount of Series 2020 Pod C Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod C Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod C Bonds, to the Series 2020 Pod C Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod C Revenue Account equal to the principal amount of Series 2020 Pod C Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod C Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod C Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2020 Pod C Revenue Account to the Series 2020 Pod C Interest Account, the amount necessary to pay interest on the Series 2020 Pod C Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod C Bonds remain Outstanding, to the Series 2020 Pod C Reserve Account, an amount from the Series 2020 Pod C Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod C Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod C Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod C Bonds and next, any balance in the Series 2020 Pod C Revenue Account shall remain on deposit in such Series 2020 Pod C Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2020 Pod C Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Pod C Capitalized Interest Account to pay interest on the Series 2020 Pod C Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Pod C Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Pod C Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such subaccount.

SECTION 4.03. Power to Issue Series 2020 Pod C Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020 Pod C Bonds, to execute and deliver the Indenture and to pledge the Series 2020 Pod C Pledged Revenues for the benefit of the Series 2020 Pod C Bonds to the extent set forth herein. The Series 2020 Pod C Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2020 Pod C Bonds, except in case of refunding bonds as provided in Section 5.04 hereof. The Series 2020 Pod C 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 2020 Pod C Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. District #2 Pod C - 2020 Project to Conform to Consulting Engineer's Report. Upon the issuance of the Series 2020 Pod C Bonds, the Issuer will promptly proceed to acquire the District #2 Pod C - 2020 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Collateral Assignment of Rights in the District #2 Pod C - 2020 Project. The Issuer hereby collaterally assigns to the Trustee, to the extent assignable and to the extent that the below described development and contract rights are solely owned or controlled by Issuer at the time this collateral assignment becomes effective, all of District's development rights and contract rights relating to the District #2 Pod C - 2020 Project. This assignment shall become effective upon a failure of the Issuer to pay debt service on the Series 2020 Pod C Bonds when due. Notwithstanding the forgoing, this collateral assignment is given by the Issuer solely for purposes of achieving Development Completion as such term is defined in the Collateral Assignment and not as security for the Series 2020 Pod C Bonds. Upon such Development Completion, this collateral assignment shall automatically become null and void and all right, title and interest in the public infrastructure resulting from such assigned rights shall vest with the Issuer or as the Issuer so directs. This conditional assignment does not result in the creation of any obligations on the part of the Trustee.

SECTION 4.06. Prepayments; Removal of Series 2020 Pod C Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2020 Pod C Special Assessments may, at its option, or as a result of acceleration of the Series 2020 Pod C Special Assessments because of non-payment thereof, shall, or by operation of law, or by virtue of any required true-up payment, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020 Pod C Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2020 Pod C Special Assessment, which shall constitute Series 2020 Pod C Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Series 2020 Pod C Special Assessment owed by such owner.

(b) Upon receipt of Series 2020 Pod C Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2020 Pod C Special Assessments have been paid in whole or in part and that such Series 2020 Pod C Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2020 Pod C Prepayment Principal. The Trustee shall, after its receipt of the calculation by the District Manager required pursuant to Section 401(f) hereof calculate the amount available from the Series 2020 Pod C Reserve Account as a result of prepayment of the Series 2020 Pod C Special Assessments for the extraordinary mandatory redemption of the applicable Series 2020 Pod C Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2020 Pod C Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2020 Pod C Special Assessments relating to the acquisition and construction of the District #2 Pod C - 2020 Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2020 Pod C Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Sixth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020 Pod C Special Assessments, and to levy the Series 2020 Pod C Special Assessments in such manner as will generate funds sufficient to pay Debt Service on the Series 2020 Pod C Bonds when due.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2020 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod C Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod C Special Assessments unless the Series 2020 Pod C Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod C Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod C Special Assessments, at any time upon the written consent of the Majority Holders.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision

which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2020 Pod C Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2020 Pod C Bonds, the Series 2020 Pod C Bonds are payable solely from the Series 2020 Pod C Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020 Pod C Bonds, (i) the Series 2020 Pod C Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2020 Pod C Acquisition and Construction Account and Annexation Acquisition and Construction Subaccount of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2020 Pod C Pledged Revenues may not be used by the Issuer (whether to pay costs of the District #2 Pod C - 2020 Project or otherwise) without the consent of the Majority Holders and (iii) the Series 2020 Pod C Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Sixth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2020 Pod C Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Sixth Supplemental Indenture. This Sixth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020 Pod C Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Sixth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Sixth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Sixth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Sixth 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 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Sixth Supplemental Indenture are hereby incorporated herein and made a part of this Sixth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2020 Pod C Bonds or the date fixed for the redemption of any Series 2020 Pod C Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020 Pod C Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Sixth Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Sixth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

By: _____
Name: John C. Csapo
Title: Chairperson, Board of Supervisors

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

By: _____
Name: Stacey L. Johnson
Title: Vice President

VERANO CENTER COMMUNITY
DEVELOPMENT DISTRICT, as
Administration District

The Verano Center Community Development District, serving as Administration District, hereby agrees to do all things required of the Administration District in connection with the Series 2020 Pod C Bonds, Series 2020 Pod C Special Assessments and District #2 Pod C - 2020 Project, as authorized pursuant to the Amended and Restated Interlocal Agreement dated April 9, 2015.

By: _____
Name: John C. Csapo
Title: Chairman, Board of Supervisors

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by John C. Csapo and Richard P. Hans, Chairperson and Secretary, respectively, of Verano #2 Community Development District (the "Issuer"), who acknowledged that they did so sign the foregoing instrument as such officers, respectively, for and on behalf of said Issuer; that the same is their free act and deed as such officers, respectively, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that they respectively appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. They are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of February, 2020, by Stacey L. Johnson, a Vice President of U.S. Bank National Association, as Trustee, who acknowledged that she did so sign said instrument as such officer for and on behalf of said corporation; that the same is her free act and deed as such officer, respectively, and the free act and deed of said corporation; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
 Print Name: _____
 NOTARY PUBLIC, STATE OF _____
 My commission expires _____

EXHIBIT A
DESCRIPTION OF DISTRICT #2 POD C - 2020 PROJECT

The District #2 Pod C - 2020 Project includes, but is not limited to, the following improvements:
[TO BE UPDATED]

Roadway improvements;
Storm water management facilities;
Water and sewer facilities;
Undergrounding differential cost of electric utilities;
[Recreational amenities including a clubhouse;]
Landscaping in public rights of way; and
Soft costs and contingencies

EXHIBIT B

[FORM OF SERIES 2020 POD C BOND]

R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ST. LUCIE
CITY OF PORT ST. LUCIE
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2020
(DISTRICT #2 POD C - 2020 PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____%		March __, 2020	92337J

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Verano #2 Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2020 Pod C Bonds are in book-entry only form) at the designated corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of November of each year commencing [November] 1, 2020. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing [November] 1, 2020 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 U.S. Bank National Association and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [November] 1, 2020, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so

punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by 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). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE SERIES 2020 POD C 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 OTHER DISTRICTS, ST. LUCIE COUNTY, FLORIDA (THE "COUNTY"), THE CITY OF PORT ST. LUCIE, FLORIDA (THE "CITY"); THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 POD C 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 2020 POD C SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2020 POD C BONDS, EXCEPT WHERE ANY SUCH ACTION HAS BEEN DELEGATED BY THE ISSUER TO THE CENTER DISTRICT, ACTING AS ADMINISTRATION DISTRICT, ON BEHALF OF THE ISSUER. THE SERIES 2020 POD C BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE OTHER DISTRICTS, THE COUNTY, THE CITY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

This Bond is one of an authorized issue of Series 2020 Pod C Bonds of the Verano #2 Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 05-17 of the City Commission of the City of Port St. Lucie, Florida (the "City Commission") enacted on April 25, 2005, as such ordinance was amended by the City Commission on February 13, 2006, as further amended, designated as "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project)" (the "Series 2020 Pod C Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED THOUSAND AND 00/100 DOLLARS (\$ _____ .00) of like date, tenor and effect, except as to number. The Series 2020 Pod C Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and acquiring the District #2 Pod C - 2020 Project (as defined in the herein referred to Indenture). The Series 2020 Pod C Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the

Indenture. The Series 2020 Pod C Bonds are issued under and secured by a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture"), by and among the Trustee and the Districts, as amended and supplemented by a Sixth Supplemental Trust Indenture dated as of February 1, 2020 (the "Sixth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2020 Pod C Bonds issued under the Indenture, the operation and application of the Series 2020 Pod C Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2020 Pod C Bonds, the levy and the evidencing and certifying for collection, of the Series 2020 Pod C Special Assessments, the nature and extent of the security for the Series 2020 Pod C Bonds, the terms and conditions on which the Series 2020 Pod C Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2020 Pod C Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2020 Pod C Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2020 Pod C Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2020 Pod C Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Series 2020 Pod C Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2020 Pod C Special Assessments to secure and pay the Series 2020 Pod C Bonds.

The Series 2020 Pod C 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 2020 Pod C Bonds shall be made on the dates specified below. Upon any redemption of Series 2020 Pod C Bonds other than in accordance with scheduled mandatory sinking fund

redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod C Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod C Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod C Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2020 Pod C Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod C Bonds to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2020 Pod C Bonds to be redeemed, plus accrued interest from the most recent May 1 or November 1 Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod C Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod C Bonds redeemed pursuant to

optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod C Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod C Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod C Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2020 Pod C Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020 Pod C Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2020 Pod C Prepayment Principal deposited into the Series 2020 Pod C Prepayment Subaccount of the Series 2020 Pod C Bond Redemption Account and from amounts in the Series 2020 Pod C Reserve Account in excess of the Series 2020 Pod C Reserve Requirement, as described in Section 4.01(f) of the Sixth Supplemental Indenture following the payment in whole or in part of Series 2020 Pod C Special Assessments on any assessable lands within the District in accordance with the provisions of Section 4.06(a) of the Sixth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod C Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod C Rebate Fund and the Series 2020 Pod C Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod C Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount not otherwise reserved to complete the District #2 Pod C - 2020 Project or from funds on deposit in the Annexation Acquisition and Construction Subaccount after November 1, 2020 if the Annexation Release Conditions have not been satisfied by such date and, in either case, such funds have been transferred to the Series 2020 Pod C General Redemption Subaccount of the Series 2020 Pod C Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Pod C Bonds subject to redemption shall be called for redemption, the particular such Series 2020 Pod

C Bonds or portions of such Series 2020 Pod C Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of the Series 2020 Pod C Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2020 Pod C Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Pod C Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Pod C Bonds or such portions thereof on such date, interest on such Series 2020 Pod C Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Pod C Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Pod C Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

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

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2020 Pod C Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2020 Pod C Bonds as to the Trust Estate with respect to the Series 2020 Pod C Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2020 Pod C Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Series 2020 Pod C 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 2020 Pod C Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2020 Pod C Bond or Series 2020 Pod C Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Series 2020 Pod C Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2020 Pod C Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2020 Pod C Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2020 Pod C Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Series 2020 Pod C 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 2020 Pod C Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2020 Pod C Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson/Vice Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary/Assistant Secretary
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2020 Pod C Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Series 2020 Pod C Bonds which were validated by judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for St. Lucie County, Florida, rendered on the 26th day of May, 2015.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____

Secretary/Assistant Secretary
Board of Supervisors

ABBREVIATIONS

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

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

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act _____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD C - 2020 PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Sixth Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

Series 2020 Pod C Acquisition and Construction Account of the Acquisition and Construction Fund and/or the Annexation Acquisition and Construction Subaccount.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod C Acquisition and Construction Account and/or the Annexation Acquisition and Construction Subaccount; and
3. each disbursement set forth above was incurred in connection with the Cost of the District #2 Pod C - 2020 Project.

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

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

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

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the District #2 Pod C - 2020 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD C - 2020 PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Sixth Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2020 Pod C Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2020 Pod C Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod C Costs of Issuance Account ;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2020 Pod C Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

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

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

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

Re: \$ _____ Verano #2 Community Development District Special Assessment
 Bonds, Series 2020 (District #2 Pod C - 2020 Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$ _____ of the above-referenced Bonds [state maturing on November 1, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the "Investor Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the "Issuer"). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture") by and among the Districts and the Trustee, and a Sixth Supplemental Trust Indenture dated as of February 1, 2020 ("Sixth Supplement" and, collectively with the Master Indenture, the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Security") for the benefit of the Owners of the Bonds.

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, insurance company, registered investment company, business development company, or small business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;

☐ a charitable organization, corporation, or partnership with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated February ___, 2020 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT E

MAP OF POD C OF DISTRICT #2

36358670v7/999903.000124

SEVENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of February 1, 2020

Authorizing and Securing
\$ _____
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD D PROJECT)

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THIS SEVENTH SUPPLEMENTAL TRUST INDENTURE (the "Seventh Supplemental Indenture"), dated as of February 1, 2020 between the VERANO #2 COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Seventh Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized, created, established and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and Ordinance No. 05-19, enacted by the governing body of the City of Port St. Lucie, Florida (the "City") on April 25, 2005, as amended on February 13, 2006, as further amended from time to time for the purpose, among other things, of financing and managing the acquisition, construction, maintenance, and operation of public infrastructure improvements authorized by the Act (hereinafter defined); and

WHEREAS, the Issuer is contiguous, or in close proximity to the other Districts (as herein defined) and pursuant to the Interlocal Agreement (as herein defined), has determined to each enter into that certain Master Indenture dated as of June 1, 2015 from the Districts to the Trustee (herein, the "Master Indenture") and from time to time, each and any of the Districts to act as an issuer of one or more Series of Bonds to finance Public Infrastructure (as defined in the Master Indenture) within and without the geographical boundaries of the Issuer; it being understood that in connection with a Series of Bonds only the Issuer and the Administration District (hereinafter defined) will have any obligations or duties in connection with such Series; and

WHEREAS, the premises currently governed by the Districts, as further described in Exhibit A attached to the Master Indenture (the "District Lands") currently consist in total of approximately 3,062 acres of land located entirely within the incorporated area of the City of Port St. Lucie, Florida (the "City"); and

WHEREAS, the Issuer, along with the other Districts when acting as an Issuer, has determined to undertake, in one or more stages, the acquisition and construction of certain Public Infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in the Master Engineer's Report (as herein defined) attached hereto as Exhibit "B," the "Total Project"); and

WHEREAS, the Issuer proposes to finance the cost of acquisition and construction of a portion of the Total Project, by the issuance of the herein defined Series 2020 Pod D Bonds as described in the Master Engineer's Report and issued pursuant to the Master Indenture and this Seventh Supplemental Indenture; and

WHEREAS, the Issuer, along with the other Districts, have previously adopted Joint Resolution No. 2015-08 on April 9, 2015, authorizing the issuance of not to exceed

\$469,400,000 in aggregate principal amount of its special assessment bonds, in one or more series (the "Bonds") to finance all or a portion of the Total Project for the special benefit of the District Lands or portions thereof; and

WHEREAS, Verano Development, LLC, a Florida limited liability company (the "Developer") is the master developer of a residential community to be located within the Districts and will construct all of the Public Infrastructure necessary to serve the residential community located in the Districts, a portion of which will be purchased by the Issuer with a portion of the proceeds of the Series 2020 Pod D Bonds (such public infrastructure, as described on Exhibit A, being financed with the proceeds of the Series 2020 Pod D Bonds is herein collectively referred to as the "District #2 Pod D Project"); and

WHEREAS, the Issuer has, pursuant to Resolution No. 2020-03, adopted on February ___, 2020, determined to issue a second Series of Bonds designated as the Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project) in the principal amount of not exceeding \$6,000,000 (the "Series 2020 Pod D Bonds"), pursuant to the Master Indenture and this Seventh Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture" or "Applicable Indenture") to finance all or a portion of the District #2 Pod D Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2020 Pod D Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod D Project, (ii) the payment of Capitalized Interest on the Series 2020 Pod D Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod D Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod D Bonds; and

WHEREAS, the Series 2020 Pod D Bonds will be secured by a pledge of Series 2020 Pod D Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2020 Pod D Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2020 Pod D Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020 Pod D 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 Series 2020 Pod D Pledged Revenues (as defined herein) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2020 Pod D Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2020 Pod D Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2020 Pod D Bonds issued and to be issued under this Seventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Seventh Supplemental Indenture) of any one Series 2020 Pod D Bond over any other Series 2020 Pod D 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 2020 Pod D 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 2020 Pod D 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 Seventh Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Seventh Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

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

“Acquisition Agreement” shall mean that certain Improvement Acquisition Agreement relating to the acquisition of the District #2 Pod D Project, by and between the Developer and the Issuer, or the Administration District on behalf of the Issuer.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and Part I of Chapter 163, Florida Statutes, as such statutes are amended from time to time, and any successor statutes thereto.

“Administration District” shall mean initially the Verano District #5 Community Development District and subsequently any of the other Districts designated by the Districts pursuant to the Interlocal Agreement to serve in such capacity in connection with the Series 2020 Pod D Bonds and the District #2 Pod D Project.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2020 Pod D Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2015-02, Resolution No. 2015-03 and Resolution No. 2015-04 of the Issuer adopted on March 5, 2015, March 5, 2015 and April 9, 2015, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2020 Pod D Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2020 Pod D Bonds at the time of initial delivery of the Series 2020 Pod D Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2020 Pod D Bonds the investor letter in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Capitalized Interest” shall mean interest due or to become due on the Series 2020 Pod D Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2020 Pod D Bonds.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the material documents necessary to complete the District #2 Pod D Project are collaterally assigned as security for the Developer’s obligation to pay the Series 2020 Pod D Special Assessments imposed against lands within Pod D of District #2 owned by the Developer from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2020 Pod D Bonds, dated the date of delivery of the Series 2020 Pod D Bonds, by and among the Issuer, the dissemination agent named therein, the Developer and joined by the parties named therein, in connection with the issuance of the Series 2020 Pod D Bonds.

“District #2 Pod D Project” shall mean the public infrastructure described in Exhibit A attached hereto.

“District Manager” shall mean Governmental Management Services - South Florida, LLC, and its successors and assigns.

“Districts” shall mean Verano Center Community Development District, the Issuer, Verano District #1 Community Development District, Verano District #3 Community Development District, Verano District #4 Community Development District and Verano District #5 Community Development District.

“Indenture” or “Applicable Indenture” shall mean collectively, the Master Indenture and this Seventh Supplemental Indenture.

“Interlocal Agreement” shall mean that certain Amended and Restated Interlocal Agreement by and among the Districts.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing [November] 1, 2020.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2020 Pod D Bonds.

“Master Engineer’s Report” shall mean that certain Master Engineer’s Report for the Public Infrastructure serving the Verano Community Development District dated November 17, 2005, last revised January __, 2020 prepared by AECOM Technical Services, Inc.

“Master Indenture” shall mean the Master Trust Indenture, dated as of June 1, 2015, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2020 Pod D Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2020 Pod D Bonds as specifically defined in this Seventh Supplemental Indenture).

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

“Pod D” shall mean the assessable area within District #2 which benefits from the District #2 Pod D Project and on which lands the Issuer will levy the Series 2020 Pod D Special Assessments as such area is described on the map on Exhibit E attached hereto.

“Series 2020 Pod D Pledged Revenues” shall mean with respect to the Series 2020 Pod D Bonds (a) all revenues received by the Issuer from Series 2020 Pod D Special Assessments levied and collected on the assessable lands within Pod D, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod D Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod D Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Series 2020 Pod D Bonds; provided, however, that Series 2020 Pod D Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod D Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2020 Pod D Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2020 Pod D Special Assessments. “Prepayments” shall include, without limitation, Series 2020 Pod D Prepayment Principal.

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

“Redemption Price” shall mean the principal amount of any Series 2020 Pod D Bond payable upon redemption thereof pursuant to this Seventh Supplemental Indenture.

“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.

“Resolution” shall mean collectively (i) Resolution No. 2015-05 of the Issuer adopted on April 9, 2015, pursuant to which the Issuer authorized the issuance of not exceeding \$469,400,000 aggregate principal amount of its Bonds to finance the acquisition or construction of certain public infrastructure pursuant to the Act, and (ii) Resolution No. 2020-01 of the Issuer adopted on October 19, 2017, pursuant to which the Issuer authorized the issuance of not exceeding \$15,865,000 aggregate principal amount of its Series 2020 Pod C Bonds to finance the acquisition of the District #2 Pod C - 2020 Project, its Series 2020 Pod D Bonds to finance the District #2 Pod D Project and its Series 2020 Pod E Bonds to finance the District #2 Pod E Project, specifying parameters by which the details of the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds shall be determined and awarding the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds to the Underwriter of the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds pursuant to such parameters.

“Series 2020 Pod C Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Sixth Supplemental Indenture, and secured and authorized by the Master Indenture and such Sixth Supplemental Indenture.

“Series 2020 Pod E Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Eighth Supplemental Indenture, and secured and authorized by the Master Indenture and such Eighth Supplemental Indenture.

“Series 2020 Pod D Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Seventh Supplemental Indenture.

“Series 2020 Pod D Bond Redemption Account” shall mean the Series 2020 Pod D Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Seventh Supplemental Indenture.

“Series 2020 Pod D Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Seventh Supplemental Indenture, and secured and authorized by the Master Indenture and this Seventh Supplemental Indenture.

“Series 2020 Pod D Capitalized 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 Seventh Supplemental Indenture.

“Series 2020 Pod D Costs of Issuance Account ” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Seventh Supplemental Indenture.

“Series 2020 Pod D General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod D Bond Redemption Account pursuant to Section 4.01(g) of this Seventh Supplemental Indenture.

“Series 2020 Pod D 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 Seventh Supplemental Indenture.

“Series 2020 Pod D Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod D Bond Redemption Account pursuant to Section 4.01(g) of this Seventh Supplemental Indenture.

“Series 2020 Pod D Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2020 Pod D Special Assessments being prepaid pursuant to Section 4.06 of this Seventh Supplemental Indenture or as a result of an acceleration of the Series 2020 Pod D Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2020 Pod D Special Assessments are being collected through a direct billing method.

“Series 2020 Pod D Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod D Bond Redemption Account pursuant to Section 4.01(g) of this Seventh Supplemental Indenture.

“Series 2020 Pod D 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 Seventh Supplemental Indenture.

“Series 2020 Pod D Rebate Fund ” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Seventh Supplemental Indenture.

“Series 2020 Pod D Reserve Account” shall mean the Series 2020 Pod D Reserve Account established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Seventh Supplemental Indenture.

“Series 2020 Pod D Reserve Requirement” or “Reserve Requirement” shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod D Bonds. Any amount in the Series 2020 Pod D Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod D Bonds, be used to pay principal of and interest on the Series 2020 Pod D Bonds at that time. The initial Series 2020 Pod D Reserve Requirement shall be equal to \$_____.

“Series 2020 Pod D 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 Seventh Supplemental Indenture.

“Series 2020 Pod D 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 Seventh Supplemental Indenture.

“Series 2020 Pod D Special Assessments” shall mean a portion of the Special Assessments initially levied on the assessable lands within a portion of Pod D of District #2 as a result of the Issuer’s acquisition and/or construction of the District #2 Pod D Project, corresponding in amount to the debt service on the Series 2020 Pod D Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means, with respect to the Series 2020 Pod D Bonds, the date at least 75% of the residential units within Pod D that will secure the Series 2020 Pod D Bonds that have received certificates of occupancy.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2020 Pod D Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2020 Pod D Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II THE SERIES 2020 POD D BONDS

SECTION 2.01. Amounts and Terms of Series 2020 Pod D Bonds; Issue of Series 2020 Pod D Bonds. No Series 2020 Pod D Bonds may be issued under this Seventh Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2020 Pod D Bonds that may be issued under this Seventh Supplemental Indenture is expressly limited to \$ _____. The Series 2020 Pod D Bonds shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2020 Pod D Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2020 Pod D Bonds upon execution of this Seventh 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 2020 Pod D Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2020 Pod D Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2020 Pod D Bonds shall be authenticated as set forth in the Master Indenture. No Series 2020 Pod D 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 2020 Pod D Bonds.

(a) The Series 2020 Pod D Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of constructing and acquiring the District #2 Pod D Project, (ii) to pay Capitalized Interest on the Series 2020 Pod D Bonds through at least November 1, 2020, (iii) to fund the Series 2020 Pod D Reserve Account in an amount equal to the Series 2020 Pod D Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2020 Pod D Bonds. The Series 2020 Pod D Bonds shall be designated "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2020 Pod D Bonds shall be dated as of the date of initial delivery. Interest on the Series 2020 Pod D Bonds shall be payable on each May 1 and November 1 Interest Payment Date, commencing November 1, 2020, to maturity or prior redemption in full. Interest on the Series 2020 Pod D Bonds shall be payable from the most recent May 1 and November 1 Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or

unless the date of authentication thereof is prior to [November] 1, 2020, in which case from the date of initial delivery or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Seventh Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod D Bonds, the principal or Redemption Price of the Series 2020 Pod D 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 2020 Pod D Bonds. Except as otherwise provided in Section 2.07 of this Seventh Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod D Bonds, the payment of interest on the Series 2020 Pod D Bonds shall be made on each Interest Payment Date to the Owners of the Series 2020 Pod D 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 2020 Pod D 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 2020 Pod D 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 2020 Pod D Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2020 Pod D Bonds.

(a) The Series 2020 Pod D Bonds will mature on November 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

Year

Amount

Interest Rate

*Term Bonds

(b) Interest on the Series 2020 Pod D Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2020 Pod D Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2020 Pod D Bond Proceeds. From the net proceeds of the Series 2020 Pod D Bonds received by the Trustee in the amount of \$_____.

(a) \$_____ derived from the net proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Capitalized Interest Account;

(b) \$_____ derived from the net proceeds of the Series 2020 Pod D Bonds (which is an amount equal to the Series 2020 Pod D Reserve Requirement) shall be deposited in the Series 2020 Pod D Reserve Account of the Reserve Fund;

(c) \$_____ derived from the net proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2020 Pod D Bonds; and

(d) \$_____ representing the balance of the net proceeds of the Series 2020 Pod D Bonds shall be deposited in the Series 2020 Pod D Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this Seventh Supplemental Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2020 Pod D Bonds. The Series 2020 Pod D Bonds shall be issued as one fully registered bond for each maturity of Series 2020 Pod D Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2020 Pod D Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2020 Pod D Bonds ("Beneficial Owners").

Principal and interest on the Series 2020 Pod D Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2020 Pod D Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2020 Pod D Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2020 Pod D Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2020 Pod D Bonds in the form of fully registered Series 2020 Pod D Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2020 Pod D Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Pod D Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2020 Pod D 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 2020 Pod D Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2020 Pod D Bonds.

In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Pod D Bonds, all the Series 2020 Pod D Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this Seventh Supplemental Indenture;

(c) An opinion of Counsel to the Issuer also addressed to the Trustee substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase the District #2 Pod D Project being financed with the proceeds of the Series 2020 Pod D Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the District #2 Pod D Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2020 Pod D Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2020 Pod D Special Assessments, (v) the Series 2020 Pod D Special Assessments are legal, valid and binding liens upon the property against which such Series 2020 Pod D Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and (vi) the Interlocal Agreement is a valid binding agreement among the Districts;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Pod D Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Seventh Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2020 Pod D Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2020 Pod D Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III REDEMPTION OF SERIES 2020 POD D BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2020 Pod D 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 2020 Pod D Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2020 Pod D Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2020 Pod D Bonds or portions of the Series 2020 Pod D Bonds to be redeemed by lot. Partial redemptions of Series 2020 Pod D Bonds shall be made in such a manner that the remaining Series 2020 Pod D Bonds held by each Bondholder shall be in Authorized Denominations.

(a) Optional Redemption. The Series 2020 Pod D Bonds may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod D Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod D Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod D Optional Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod D Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod D Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2020 Pod D Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod D Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod D Prepayment Principal deposited into the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account and from amounts in the Series 2020 Pod D Reserve Account in excess of the Series 2020 Pod D Reserve Requirement, as described in Section 4.01(f) hereof, following the payment in whole or in part of Series 2020 Pod D Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.06(a) of this Seventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod D Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod D Rebate Fund and the Series 2020 Pod D Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod D Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod D Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod D Project and transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod D Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of Series 2020 Pod D Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod D Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod D Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod D Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2020 Pod D Bonds under any provision of this Seventh Supplemental Indenture or directed to redeem Series 2020 Pod D Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of

the Series 2020 Pod D Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2020 POD D 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 2020 Pod D Acquisition and Construction Account." Proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Acquisition and Construction Account in the amount set forth in Section 2.06 of this Seventh Supplemental Trust Indenture, together with any moneys transferred to the Series 2020 Pod D Acquisition and Construction Account, and such moneys in the Series 2020 Pod D Acquisition and Construction Account shall be applied as set forth in Section 5.01 of the Master Indenture. Any moneys remaining in the Series 2020 Pod D Acquisition and Construction Account after the Completion Date not otherwise reserved to complete the District #2 Pod D Project, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod D Acquisition and Construction Account. Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2020 Pod D Costs of Issuance Account ." Proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Costs of Issuance Account in the amount set forth in Section 2.06 of this Seventh Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod D Costs of Issuance Account to pay the costs of issuing the Series 2020 Pod D Bonds. Six months after the issuance of the Series 2020 Pod D Bonds, any moneys remaining in the Series 2020 Pod D Costs of Issuance Account in excess of the costs of issuing the Series 2020 Pod D Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2020 Pod D Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2020 Pod D Bonds shall be paid from excess Series 2020 Pod D Pledged Revenues on deposit in the Series 2020 Pod D Revenue Account. Unless directed otherwise in writing by the Issuer, when there are no longer any moneys in the Series 2020 Pod D Acquisition and Construction Account and the Series 2020 Pod D Costs of Issuance Account, such Accounts may be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2020 Pod D Revenue Account." Series 2020 Pod D Special Assessments (except for Prepayments of Series 2020 Pod D Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod D Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod D Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Seventh 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 2020 Pod D Principal Account." Moneys shall be deposited into the Series 2020 Pod D Principal Account as

provided in Section 6.04 of the Master Indenture and Section 4.02 of this Seventh Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the "Series 2020 Pod D Interest Account" and the "Series 2020 Pod D Capitalized Interest Account." Moneys deposited into the Series 2020 Pod D Interest Account and Series 2020 Pod D Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Seventh Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2020 Pod D Sinking Fund Account." Moneys shall be deposited into the Series 2020 Pod D Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Seventh Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2020 Pod D Reserve Account." Proceeds of the Series 2020 Pod D Bonds shall be deposited into the Series 2020 Pod D Reserve Account in the amount set forth in Section 2.06 of this Seventh Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2020 Pod D Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Seventh Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod D Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod D Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2020 Pod D Bonds caused by investment earnings to the Series 2020 Pod D Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod D Revenue Account to be applied in accordance with 4.02 hereof.

At such time the principal of the Series 2020 Pod D Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod D Special Assessments, pursuant to Section 3.01(b)(i) hereof, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod D Reserve Requirement and communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod D Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod D Prepayment Subaccount and shall apply such excess in accordance with Section 3.01(b)(i) on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod D Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by a majority of the Holders of the Series 2020 Pod D Bonds to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod D Special Assessments and applied to redeem a portion of the

Series 2020 Pod D Bonds is less than the principal amount of Series 2020 Pod D Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2020 Pod D Bond Redemption Account" and within such Account, a "Series 2020 Pod D General Redemption Subaccount," a "Series 2020 Pod D Optional Redemption Subaccount," and a "Series 2020 Pod D Prepayment Subaccount." Except as otherwise provided in this Seventh Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2020 Pod D Bonds, moneys to be deposited into the Series 2020 Pod D Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account.

(h) Moneys that are deposited into the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2020 Pod D Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii).

(i) Moneys in the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account (including all earnings on investments held in such 2020 Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2020 Pod D Bonds equal to the amount of money transferred to the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall (taking into account the amount from the Series 2020 Pod D Reserve Account which will be available for a credit against such Prepayment) calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2020 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2020 Pod D Rebate Fund designated as the "Series 2020 Pod D Rebate Fund " when deposits are required to be made therein. Moneys shall be deposited into the Series 2020 Pod D Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2020 Pod D Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2020 Pod D Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2020 Pod D Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020 Pod D Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod D Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the interest on the Series 2020 Pod D Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod D Capitalized Interest Account or Series 2020 Pod D Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod D Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the interest on the Series 2020 Pod D Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod D Capitalized Interest Account or the Series 2020 Pod D Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20XX, to the Series 2020 Pod D Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the principal amount of Series 2020 Pod D Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod D Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod D Bonds, to the Series 2020 Pod D Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod D Revenue Account equal to the principal amount of Series 2020 Pod D Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod D Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod D Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2020 Pod D Revenue Account to the Series 2020 Pod D Interest Account, the amount necessary to pay interest on the Series 2020 Pod D Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod D Bonds remain Outstanding, to the Series 2020 Pod D Reserve Account, an amount from the Series 2020 Pod D Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod D Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod D Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod D Bonds and next, any balance in the Series 2020 Pod D Revenue Account shall remain on deposit in such Series 2020 Pod D Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a

deposit into the Series 2020 Pod D Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Pod D Capitalized Interest Account to pay interest on the Series 2020 Pod D Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Pod D Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Pod D Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such subaccount.

SECTION 4.03. Power to Issue Series 2020 Pod D Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020 Pod D Bonds, to execute and deliver the Indenture and to pledge the Series 2020 Pod D Pledged Revenues for the benefit of the Series 2020 Pod D Bonds to the extent set forth herein. The Series 2020 Pod D Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2020 Pod D Bonds, except in case of refunding bonds as provided in Section 5.04 hereof. The Series 2020 Pod D 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 2020 Pod D Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. District #2 Pod D Project to Conform to Consulting Engineer's Report. Upon the issuance of the Series 2020 Pod D Bonds, the Issuer will promptly proceed to acquire the District #2 Pod D Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Collateral Assignment of Rights in the District #2 Pod D Project. The Issuer hereby collaterally assigns to the Trustee, to the extent assignable and to the extent that the below described development and contract rights are solely owned or controlled by Issuer at the time this collateral assignment becomes effective, all of District's development rights and contract rights relating to the District #2 Pod D Project. This assignment shall become effective upon a failure of the Issuer to pay debt service on the Series 2020 Pod D Bonds when due. Notwithstanding the forgoing, this collateral assignment is given by the Issuer solely for purposes of achieving Development Completion as such term is defined in the Collateral Assignment and not as security for the Series 2020 Pod D Bonds. Upon such Development Completion, this collateral assignment shall automatically become null and void and all right, title and interest in the public infrastructure resulting from such assigned rights shall vest with the Issuer or as the Issuer so directs. This conditional assignment does not result in the creation of any obligations on the part of the Trustee.

SECTION 4.06. Prepayments; Removal of Series 2020 Pod D Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2020 Pod D Special Assessments may, at its option, or as a result of acceleration of the Series 2020 Pod D Special Assessments because of non-payment thereof, shall, or by operation of law, or by virtue of any required true-up payment, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020 Pod D Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2020 Pod D Special Assessment, which shall constitute Series 2020 Pod D Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Series 2020 Pod D Special Assessment owed by such owner.

(b) Upon receipt of Series 2020 Pod D Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2020 Pod D Special Assessments have been paid in whole or in part and that such Series 2020 Pod D Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2020 Pod D Prepayment Principal. The Trustee shall, after its receipt of the calculation by the District Manager required pursuant to Section 4.01(f) hereof, calculate the amount available from the Series 2020 Pod D Reserve Account as a result of prepayment of the Series 2020 Pod D Special Assessments for the extraordinary mandatory redemption of the applicable Series 2020 Pod D Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2020 Pod D Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2020 Pod D Special Assessments relating to the acquisition and construction of the District #2 Pod D Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2020 Pod D Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Seventh Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020 Pod D Special Assessments, and to levy the Series 2020 Pod D Special Assessments in such manner as will generate funds sufficient to pay Debt Service on the Series 2020 Pod D Bonds when due.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2020 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod D Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod D Special Assessments unless the Series 2020 Pod D Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod D Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod D Special Assessments, at any time upon the written consent of the Majority Holders.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2020 Pod D Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2020 Pod D Bonds, the Series 2020 Pod D Bonds are payable solely from the Series 2020 Pod D Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020 Pod D Bonds, (i) the Series 2020 Pod D Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2020 Pod D Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2020 Pod D Pledged Revenues may not be used by the Issuer (whether to pay costs of the District #2 Pod D Project or otherwise) without the consent of the Majority Holders and (iii) the Series 2020 Pod D Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Seventh Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2020 Pod D Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Seventh Supplemental Indenture. This Seventh Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020 Pod D Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Seventh Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Seventh Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Seventh Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Seventh 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 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Seventh Supplemental Indenture are hereby incorporated herein and made a part of this Seventh Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2020 Pod D Bonds or the date fixed for the redemption of any Series 2020 Pod D Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020 Pod D Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Seventh Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Seventh Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

By: _____
Name: John C. Csapo
Title: Chairperson, Board of Supervisors

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

By: _____
Name: Stacey L. Johnson
Title: Vice President

VERANO CENTER COMMUNITY
DEVELOPMENT DISTRICT, as
Administration District

The Verano Center Community Development District, serving as Administration District, hereby agrees to do all things required of the Administration District in connection with the Series 2020 Pod D Bonds, Series 2020 Pod D Special Assessments and District #2 Pod D Project, as authorized pursuant to the Amended and Restated Interlocal Agreement dated April 9, 2015.

By: _____
Name: John C. Csapo
Title: Chairman, Board of Supervisors

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by John C. Csapo and Richard P. Hans, Chairperson and Secretary, respectively, of Verano #2 Community Development District (the "Issuer"), who acknowledged that they did so sign the foregoing instrument as such officers, respectively, for and on behalf of said Issuer; that the same is their free act and deed as such officers, respectively, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that they respectively appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. They are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of February, 2020, by Stacey L. Johnson, a Vice President of U.S. Bank National Association, as Trustee, who acknowledged that she did so sign said instrument as such officer for and on behalf of said corporation; that the same is her free act and deed as such officer, respectively, and the free act and deed of said corporation; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A
DESCRIPTION OF DISTRICT #2 POD D PROJECT

The District #2 Pod D Project includes, but is not limited to, the following improvements: [TO BE UPDATED]

Roadway improvements;
Storm water management facilities;
Water and sewer facilities;
Undergrounding differential cost of electric utilities;
[Recreational amenities including a clubhouse;]
Landscaping in public rights of way; and
Soft costs and contingencies

EXHIBIT B

[FORM OF SERIES 2020 POD D BOND]

R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ST. LUCIE
CITY OF PORT ST. LUCIE
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2020
(DISTRICT #2 POD D PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____ %		March __, 2020	92337J

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Verano #2 Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2020 Pod D Bonds are in book-entry only form) at the designated corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of November of each year commencing [November] 1, 2020. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing [November] 1, 2020 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 U.S. Bank National Association and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [November] 1, 2020, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so

punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by 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). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE SERIES 2020 POD D 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 OTHER DISTRICTS, ST. LUCIE COUNTY, FLORIDA (THE "COUNTY"), THE CITY OF PORT ST. LUCIE, FLORIDA (THE "CITY"); THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 POD D 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 2020 POD D SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2020 POD D BONDS, EXCEPT WHERE ANY SUCH ACTION HAS BEEN DELEGATED BY THE ISSUER TO THE CENTER DISTRICT, ACTING AS ADMINISTRATION DISTRICT, ON BEHALF OF THE ISSUER. THE SERIES 2020 POD D BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE OTHER DISTRICTS, THE COUNTY, THE CITY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

This Bond is one of an authorized issue of Series 2020 Pod D Bonds of the Verano #2 Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 05-17 of the City Commission of the City of Port St. Lucie, Florida (the "City Commission") enacted on April 25, 2005, as such ordinance was amended by the City Commission on February 13, 2006, as further amended, designated as "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project)" (the "Series 2020 Pod D Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED THOUSAND AND 00/100 DOLLARS (\$_____.00) of like date, tenor and effect, except as to number. The Series 2020 Pod D Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and acquiring the District #2 Pod D Project (as defined in the herein referred to Indenture). The Series 2020 Pod D Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The

Series 2020 Pod D Bonds are issued under and secured by a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture"), by and among the Trustee and the Districts, as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of February 1, 2020 (the "Seventh Supplemental Indenture" and together with the Master Indenture, the "Indenture"), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2020 Pod D Bonds issued under the Indenture, the operation and application of the Series 2020 Pod D Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2020 Pod D Bonds, the levy and the evidencing and certifying for collection, of the Series 2020 Pod D Special Assessments, the nature and extent of the security for the Series 2020 Pod D Bonds, the terms and conditions on which the Series 2020 Pod D Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2020 Pod D Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2020 Pod D Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2020 Pod D Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2020 Pod D Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Series 2020 Pod D Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2020 Pod D Special Assessments to secure and pay the Series 2020 Pod D Bonds.

The Series 2020 Pod D 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 2020 Pod D Bonds shall be made on the dates specified below. Upon any redemption of Series 2020 Pod D Bonds other than in accordance with scheduled mandatory sinking fund

redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod D Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod D Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod D Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2020 Pod D Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod D Bonds to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2020 Pod D Bonds to be redeemed, plus accrued interest from the most recent May 1 or November 1 Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod D Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod D Bonds redeemed pursuant to

optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod D Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod D Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod D Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2020 Pod D Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020 Pod D Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2020 Pod D Prepayment Principal deposited into the Series 2020 Pod D Prepayment Subaccount of the Series 2020 Pod D Bond Redemption Account and from amounts in the Series 2020 Pod D Reserve Account in excess of the Series 2020 Pod D Reserve Requirement, as described in Section 4.01(f) of the Seventh Supplemental Indenture following the payment in whole or in part of Series 2020 Pod D Special Assessments on any assessable lands within the District in accordance with the provisions of Section 4.06(a) of the Seventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod D Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod D Rebate Fund and the Series 2020 Pod D Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod D Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod D Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod D Project and transferred to the Series 2020 Pod D General Redemption Subaccount of the Series 2020 Pod D Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Pod D Bonds subject to redemption shall be called for redemption, the particular such Series 2020 Pod D Bonds or portions of such Series 2020 Pod D Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of the Series 2020 Pod D Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2020 Pod D Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Pod D Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Pod D Bonds or such portions thereof on such date, interest on such Series 2020 Pod D Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Pod D Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Pod D Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

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

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2020 Pod D Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2020 Pod D Bonds as to the Trust Estate with respect to the Series 2020 Pod D Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2020 Pod D Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions

contained in the Indenture, the Series 2020 Pod D 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 2020 Pod D Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2020 Pod D Bond or Series 2020 Pod D Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Series 2020 Pod D Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2020 Pod D Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2020 Pod D Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2020 Pod D Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Series 2020 Pod D 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 2020 Pod D Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2020 Pod D Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson/Vice Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2020 Pod D Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Series 2020 Pod D Bonds which were validated by judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for St. Lucie County, Florida, rendered on the 26th day of May, 2015.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____

Secretary/Assistant Secretary
Board of Supervisors

ABBREVIATIONS

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

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

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act _____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD D PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Seventh Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

*Series 2020 Pod D Acquisition and Construction Account of the
Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod D Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the District #2 Pod D Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the District #2 Pod D Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD D PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Seventh Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2020 Pod D Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2020 Pod D Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod D Costs of Issuance Account ;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2020 Pod D Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

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

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

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

Re: \$_____ Verano #2 Community Development District Special Assessment
 Bonds, Series 2020 (District #2 Pod D Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds [state maturing on November 1, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the "Investor Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the "Issuer"). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture") by and among the Districts and the Trustee, and a Seventh Supplemental Trust Indenture dated as of February 1, 2020 ("Seventh Supplement" and, collectively with the Master Indenture, the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Security") for the benefit of the Owners of the Bonds.

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, insurance company, registered investment company, business development company, or small business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;

☐ a charitable organization, corporation, or partnership with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated February __, 2020 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT E
MAP OF DISTRICT #2

36374433v6/999903.000124

EIGHTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of February 1, 2020

Authorizing and Securing
\$ _____
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD E PROJECT)

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THIS EIGHTH SUPPLEMENTAL TRUST INDENTURE (the "Eighth Supplemental Indenture"), dated as of February 1, 2020 between the VERANO #2 COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Eighth Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized, created, established and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and Ordinance No. 05-19, enacted by the governing body of the City of Port St. Lucie, Florida (the "City") on April 25, 2005, as amended on February 13, 2006, as further amended from time to time for the purpose, among other things, of financing and managing the acquisition, construction, maintenance, and operation of public infrastructure improvements authorized by the Act (hereinafter defined); and

WHEREAS, the Issuer is contiguous, or in close proximity to the other Districts (as herein defined) and pursuant to the Interlocal Agreement (as herein defined), has determined to each enter into that certain Master Indenture dated as of June 1, 2015 from the Districts to the Trustee (herein, the "Master Indenture") and from time to time, each and any of the Districts to act as an issuer of one or more Series of Bonds to finance Public Infrastructure (as defined in the Master Indenture) within and without the geographical boundaries of the Issuer; it being understood that in connection with a Series of Bonds only the Issuer and the Administration District (hereinafter defined) will have any obligations or duties in connection with such Series; and

WHEREAS, the premises currently governed by the Districts, as further described in Exhibit A attached to the Master Indenture (the "District Lands") currently consist in total of approximately 3,062 acres of land located entirely within the incorporated area of the City of Port St. Lucie, Florida (the "City"); and

WHEREAS, the Issuer, along with the other Districts when acting as an Issuer, has determined to undertake, in one or more stages, the acquisition and construction of certain Public Infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in the Master Engineer's Report (as herein defined) attached hereto as Exhibit "B," the "Total Project"); and

WHEREAS, the Issuer proposes to finance the cost of acquisition and construction of a portion of the Total Project, by the issuance of the herein defined Series 2020 Pod E Bonds as described in the Master Engineer's Report and issued pursuant to the Master Indenture and this Eighth Supplemental Indenture; and

WHEREAS, the Issuer, along with the other Districts, have previously adopted Joint Resolution No. 2015-08 on April 9, 2015, authorizing the issuance of not to exceed

\$469,400,000 in aggregate principal amount of its special assessment bonds, in one or more series (the "Bonds") to finance all or a portion of the Total Project for the special benefit of the District Lands or portions thereof; and

WHEREAS, Verano Development, LLC, a Florida limited liability company (the "Developer") is the master developer of a residential community to be located within the Districts and will construct all of the Public Infrastructure necessary to serve the residential community located in the Districts, a portion of which will be purchased by the Issuer with a portion of the proceeds of the Series 2020 Pod E Bonds (such public infrastructure, as described on Exhibit A, being financed with the proceeds of the Series 2020 Pod E Bonds is herein collectively referred to as the "District #2 Pod E Project"); and

WHEREAS, the Issuer has, pursuant to Resolution No. 2020-03, adopted on February ___, 2020, determined to issue a second Series of Bonds designated as the Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project) in the principal amount of not exceeding \$5,100,000 (the "Series 2020 Pod E Bonds"), pursuant to the Master Indenture and this Eighth Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture" or "Applicable Indenture") to finance all or a portion of the District #2 Pod E Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2020 Pod E Bonds will be used to provide funds for (i) the Costs of constructing and acquiring the District #2 Pod E Project, (ii) the payment of Capitalized Interest on the Series 2020 Pod E Bonds through at least November 1, 2020, (iii) the funding of the Series 2020 Pod E Reserve Account, and (iv) the payment of the costs of issuance of the Series 2020 Pod E Bonds; and

WHEREAS, the Series 2020 Pod E Bonds will be secured by a pledge of Series 2020 Pod E Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2020 Pod E Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2020 Pod E Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020 Pod E 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 Series 2020 Pod E Pledged Revenues (as defined herein) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2020 Pod E Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2020 Pod E Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2020 Pod E Bonds issued and to be issued under this Eighth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Eighth Supplemental Indenture) of any one Series 2020 Pod E Bond over any other Series 2020 Pod E 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 2020 Pod E 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 2020 Pod E 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 Eighth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Eighth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

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

“Acquisition Agreement” shall mean that certain Improvement Acquisition Agreement relating to the acquisition of the District #2 Pod E Project, by and between the Developer and the Issuer, or the Administration District on behalf of the Issuer.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and Part I of Chapter 163, Florida Statutes, as such statutes are amended from time to time, and any successor statutes thereto.

“Administration District” shall mean initially the Verano District #5 Community Development District and subsequently any of the other Districts designated by the Districts pursuant to the Interlocal Agreement to serve in such capacity in connection with the Series 2020 Pod E Bonds and the District #2 Pod E Project.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2020 Pod E Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2015-02, Resolution No. 2015-03 and Resolution No. 2015-04 of the Issuer adopted on March 5, 2015, March 5, 2015 and April 9, 2015, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2020 Pod E Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2020 Pod E Bonds at the time of initial delivery of the Series 2020 Pod E Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2020 Pod E Bonds the investor letter in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Capitalized Interest” shall mean interest due or to become due on the Series 2020 Pod E Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2020 Pod E Bonds.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the material documents necessary to complete the District #2 Pod E Project are collaterally assigned as security for the Developer’s obligation to pay the Series 2020 Pod E Special Assessments imposed against lands within Pod E of District #2 owned by the Developer from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2020 Pod E Bonds, dated the date of delivery of the Series 2020 Pod E Bonds, by and among the Issuer, the dissemination agent named therein, the Developer and joined by the parties named therein, in connection with the issuance of the Series 2020 Pod E Bonds.

“District #2 Pod E Project” shall mean the public infrastructure described in Exhibit A attached hereto.

“District Manager” shall mean Governmental Management Services - South Florida, LLC, and its successors and assigns.

“Districts” shall mean Verano Center Community Development District, the Issuer, Verano District #1 Community Development District, Verano District #3 Community Development District, Verano District #4 Community Development District and Verano District #5 Community Development District.

“Indenture” or “Applicable Indenture” shall mean collectively, the Master Indenture and this Eighth Supplemental Indenture.

“Interlocal Agreement” shall mean that certain Amended and Restated Interlocal Agreement by and among the Districts.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing [November] 1, 2020.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2020 Pod E Bonds.

“Master Engineer’s Report” shall mean that certain Master Engineer’s Report for the Public Infrastructure serving the Verano Community Development District dated November 17, 2005, last revised January __, 2020 prepared by AECOM Technical Services, Inc.

“Master Indenture” shall mean the Master Trust Indenture, dated as of June 1, 2015, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2020 Pod E Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2020 Pod E Bonds as specifically defined in this Eighth Supplemental Indenture).

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

“Pod E” shall mean the assessable area within District #2 which benefits from the District #2 Pod E Project and on which lands the Issuer will levy the Series 2020 Pod E Special Assessments as such area is described on the map on Exhibit E attached hereto.

“Series 2020 Pod E Pledged Revenues” shall mean with respect to the Series 2020 Pod E Bonds (a) all revenues received by the Issuer from Series 2020 Pod E Special Assessments levied and collected on the assessable lands within Pod E, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020 Pod E Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020 Pod E Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Series 2020 Pod E Bonds; provided, however, that Series 2020 Pod E Pledged Revenues shall not include (A) any moneys transferred to the Series 2020 Pod E Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this provision).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2020 Pod E Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2020 Pod E Special Assessments. “Prepayments” shall include, without limitation, Series 2020 Pod E Prepayment Principal.

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

“Redemption Price” shall mean the principal amount of any Series 2020 Pod E Bond payable upon redemption thereof pursuant to this Eighth Supplemental Indenture.

“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.

“Resolution” shall mean collectively (i) Resolution No. 2015-05 of the Issuer adopted on April 9, 2015, pursuant to which the Issuer authorized the issuance of not exceeding \$469,400,000 aggregate principal amount of its Bonds to finance the acquisition or construction of certain public infrastructure pursuant to the Act, and (ii) Resolution No. 2020-01 of the Issuer adopted on October 19, 2017, pursuant to which the Issuer authorized the issuance of not exceeding \$15,865,000 aggregate principal amount of its Series 2020 Pod C Bonds to finance the acquisition of the District #2 Pod C - 2020 Project, its Series 2020 Pod D Bonds to finance the District #2 Pod D Project and its Series 2020 Pod E Bonds to finance the District #2 Pod E Project, specifying parameters by which the details of the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds shall be determined and awarding the Series 2020 Pod C Bonds, the Series 2020 Pod D Bonds and the Series 2020 Pod E Bonds to the Underwriter of the Series 2020 Pod C Bonds, the Series 2020 Pod E Bonds and the Series 2020 Pod E Bonds pursuant to such parameters.

“Series 2020 Pod C Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod C - 2020 Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Sixth Supplemental Indenture, and secured and authorized by the Master Indenture and such Sixth Supplemental Indenture.

“Series 2020 Pod D Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod D Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and the Seventh Supplemental Indenture, and secured and authorized by the Master Indenture and such Seventh Supplemental Indenture.

“Series 2020 Pod E Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eighth Supplemental Indenture.

“Series 2020 Pod E Bond Redemption Account” shall mean the Series 2020 Pod E Bond Redemption Account established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Eighth Supplemental Indenture.

“Series 2020 Pod E Bonds” shall mean the \$_____ aggregate principal amount of Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Eighth Supplemental Indenture, and secured and authorized by the Master Indenture and this Eighth Supplemental Indenture.

“Series 2020 Pod E Capitalized 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 Eighth Supplemental Indenture.

“Series 2020 Pod E Costs of Issuance Account ” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Eighth Supplemental Indenture.

“Series 2020 Pod E General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod E Bond Redemption Account pursuant to Section 4.01(g) of this Eighth Supplemental Indenture.

“Series 2020 Pod E 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 Eighth Supplemental Indenture.

“Series 2020 Pod E Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod E Bond Redemption Account pursuant to Section 4.01(g) of this Eighth Supplemental Indenture.

“Series 2020 Pod E Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2020 Pod E Special Assessments being prepaid pursuant to Section 4.06 of this Eighth Supplemental Indenture or as a result of an acceleration of the Series 2020 Pod E Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2020 Pod E Special Assessments are being collected through a direct billing method.

“Series 2020 Pod E Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2020 Pod E Bond Redemption Account pursuant to Section 4.01(g) of this Eighth Supplemental Indenture.

“Series 2020 Pod E 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 Eighth Supplemental Indenture.

“Series 2020 Pod E Rebate Fund ” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Eighth Supplemental Indenture.

“Series 2020 Pod E Reserve Account” shall mean the Series 2020 Pod E Reserve Account established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Eighth Supplemental Indenture.

“Series 2020 Pod E Reserve Requirement” or “Reserve Requirement” shall mean an amount, as measured from time to time, equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2020 Pod E Bonds. Any amount in the Series 2020 Pod E Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Pod E Bonds, be used to pay principal of and interest on the Series 2020 Pod E Bonds at that time. The initial Series 2020 Pod E Reserve Requirement shall be equal to \$_____.

“Series 2020 Pod E 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 Eighth Supplemental Indenture.

“Series 2020 Pod E 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 Eighth Supplemental Indenture.

“Series 2020 Pod E Special Assessments” shall mean a portion of the Special Assessments initially levied on the assessable lands within a portion of Pod E of District #2 as a result of the Issuer’s acquisition and/or construction of the District #2 Pod E Project, corresponding in amount to the debt service on the Series 2020 Pod E Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means, with respect to the Series 2020 Pod E Bonds, the date at least 75% of the residential units within Pod E that will secure the Series 2020 Pod E Bonds that have received certificates of occupancy.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2020 Pod E Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2020 Pod E Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II THE SERIES 2020 POD E BONDS

SECTION 2.01. Amounts and Terms of Series 2020 Pod E Bonds; Issue of Series 2020 Pod E Bonds. No Series 2020 Pod E Bonds may be issued under this Eighth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2020 Pod E Bonds that may be issued under this Eighth Supplemental Indenture is expressly limited to \$ _____. The Series 2020 Pod E Bonds shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2020 Pod E Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2020 Pod E Bonds upon execution of this Eighth 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 2020 Pod E Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2020 Pod E Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2020 Pod E Bonds shall be authenticated as set forth in the Master Indenture. No Series 2020 Pod E 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 2020 Pod E Bonds.

(a) The Series 2020 Pod E Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of constructing and acquiring the District #2 Pod E Project, (ii) to pay Capitalized Interest on the Series 2020 Pod E Bonds through at least November 1, 2020, (iii) to fund the Series 2020 Pod E Reserve Account in an amount equal to the Series 2020 Pod E Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2020 Pod E Bonds. The Series 2020 Pod E Bonds shall be designated "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2020 Pod E Bonds shall be dated as of the date of initial delivery. Interest on the Series 2020 Pod E Bonds shall be payable on each May 1 and November 1 Interest Payment Date, commencing November 1, 2020, to maturity or prior redemption in full. Interest on the Series 2020 Pod E Bonds shall be payable from the most recent May 1 and November 1 Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or

unless the date of authentication thereof is prior to [November] 1, 2020, in which case from the date of initial delivery or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Eighth Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod E Bonds, the principal or Redemption Price of the Series 2020 Pod E 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 2020 Pod E Bonds. Except as otherwise provided in Section 2.07 of this Eighth Supplemental Indenture in connection with a book entry only system of registration of the Series 2020 Pod E Bonds, the payment of interest on the Series 2020 Pod E Bonds shall be made on each Interest Payment Date to the Owners of the Series 2020 Pod E 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 2020 Pod E 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 2020 Pod E 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 2020 Pod E Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2020 Pod E Bonds.

(a) The Series 2020 Pod E Bonds will mature on November 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

Year

Amount

Interest Rate

*Term Bonds

(b) Interest on the Series 2020 Pod E Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2020 Pod E Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2020 Pod E Bond Proceeds. From the net proceeds of the Series 2020 Pod E Bonds received by the Trustee in the amount of \$_____.

(a) \$_____ derived from the net proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Capitalized Interest Account;

(b) \$_____ derived from the net proceeds of the Series 2020 Pod E Bonds (which is an amount equal to the Series 2020 Pod E Reserve Requirement) shall be deposited in the Series 2020 Pod E Reserve Account of the Reserve Fund;

(c) \$_____ derived from the net proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2020 Pod E Bonds; and

(d) \$_____ representing the balance of the net proceeds of the Series 2020 Pod E Bonds shall be deposited in the Series 2020 Pod E Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of this Eighth Supplemental Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2020 Pod E Bonds. The Series 2020 Pod E Bonds shall be issued as one fully registered bond for each maturity of Series 2020 Pod E Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2020 Pod E Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2020 Pod E Bonds ("Beneficial Owners").

Principal and interest on the Series 2020 Pod E Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of the Series 2020 Pod E Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2020 Pod E Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2020 Pod E Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2020 Pod E Bonds in the form of fully registered Series 2020 Pod E Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2020 Pod E Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Pod E Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2020 Pod E 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 2020 Pod E Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2020 Pod E Bonds.

In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Pod E Bonds, all the Series 2020 Pod E Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this Eighth Supplemental Indenture;

(c) An opinion of Counsel to the Issuer also addressed to the Trustee substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase the District #2 Pod E Project being financed with the proceeds of the Series 2020 Pod E Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the District #2 Pod E Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2020 Pod E Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2020 Pod E Special Assessments, (v) the Series 2020 Pod E Special Assessments are legal, valid and binding liens upon the property against which such Series 2020 Pod E Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and (vi) the Interlocal Agreement is a valid binding agreement among the Districts;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Pod E Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Eighth Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2020 Pod E Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2020 Pod E Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2020 POD E BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2020 Pod E 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 2020 Pod E Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2020 Pod E Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2020 Pod E Bonds or portions of the Series 2020 Pod E Bonds to be redeemed by lot. Partial redemptions of Series 2020 Pod E Bonds shall be made in such a manner that the remaining Series 2020 Pod E Bonds held by each Bondholder shall be in Authorized Denominations.

(a) Optional Redemption. The Series 2020 Pod E Bonds may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod E Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2020 Pod E Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2020 Pod E Optional Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2020 Pod E Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2020 Pod E Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2020 Pod E Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2020 Pod E Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2020 Pod E Prepayment Principal deposited into the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account and from amounts in the Series 2020 Pod E Reserve Account in excess of the Series 2020 Pod E Reserve Requirement, as described in Section 4.01(f) hereof, following the payment in whole or in part of Series 2020 Pod E Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.06(a) of this Eighth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod E Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod E Rebate Fund and the Series 2020 Pod E Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod E Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod E Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod E Project and transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2020 Pod E Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

Upon any redemption of Series 2020 Pod E Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod E Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod E Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod E Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2020 Pod E Bonds under any provision of this Eighth Supplemental Indenture or directed to redeem Series 2020 Pod E Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the

Series 2020 Pod E Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2020 POD E 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 2020 Pod E Acquisition and Construction Account." Proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Acquisition and Construction Account in the amount set forth in Section 2.06 of this Eighth Supplemental Trust Indenture, together with any moneys transferred to the Series 2020 Pod E Acquisition and Construction Account, and such moneys in the Series 2020 Pod E Acquisition and Construction Account shall be applied as set forth in Section 5.01 of the Master Indenture. Any moneys remaining in the Series 2020 Pod E Acquisition and Construction Account after the Completion Date not otherwise reserved to complete the District #2 Pod E Project, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod E Acquisition and Construction Account. Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2020 Pod E Costs of Issuance Account ." Proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Costs of Issuance Account in the amount set forth in Section 2.06 of this Eighth Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2020 Pod E Costs of Issuance Account to pay the costs of issuing the Series 2020 Pod E Bonds. Six months after the issuance of the Series 2020 Pod E Bonds, any moneys remaining in the Series 2020 Pod E Costs of Issuance Account in excess of the costs of issuing the Series 2020 Pod E Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2020 Pod E Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2020 Pod E Bonds shall be paid from excess Series 2020 Pod E Pledged Revenues on deposit in the Series 2020 Pod E Revenue Account. Unless directed otherwise in writing by the Issuer, when there are no longer any moneys in the Series 2020 Pod E Acquisition and Construction Account and the Series 2020 Pod E Costs of Issuance Account, such Accounts may be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2020 Pod E Revenue Account." Series 2020 Pod E Special Assessments (except for Prepayments of Series 2020 Pod E Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2020 Pod E Prepayment Subaccount) shall be deposited by the Trustee into the Series 2020 Pod E Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Eighth 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 2020 Pod E Principal Account." Moneys shall be deposited into the Series 2020 Pod E Principal Account as

provided in Section 6.04 of the Master Indenture and Section 4.02 of this Eighth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the "Series 2020 Pod E Interest Account" and the "Series 2020 Pod E Capitalized Interest Account." Moneys deposited into the Series 2020 Pod E Interest Account and Series 2020 Pod E Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Eighth Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2020 Pod E Sinking Fund Account." Moneys shall be deposited into the Series 2020 Pod E Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Eighth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2020 Pod E Reserve Account." Proceeds of the Series 2020 Pod E Bonds shall be deposited into the Series 2020 Pod E Reserve Account in the amount set forth in Section 2.06 of this Eighth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2020 Pod E Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Eighth Supplemental Indenture. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2020 Pod E Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2020 Pod E Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2020 Pod E Bonds caused by investment earnings to the Series 2020 Pod E Acquisition and Construction Account and, after the Completion Date, to the Series 2020 Pod E Revenue Account to be applied in accordance with 4.02 hereof.

At such time the principal of the Series 2020 Pod E Bonds is redeemed as a result of a Prepayment of the Series 2020 Pod E Special Assessments, pursuant to Section 3.01(b)(i) hereof, the District Manager, on behalf of the Issuer, shall calculate the Series 2020 Pod E Reserve Requirement and communicate the same to the Trustee in writing. If as a result of such calculation there are excess moneys on deposit in the Series 2020 Pod E Reserve Account, the Trustee shall transfer such excess to the Series 2020 Pod E Prepayment Subaccount and shall apply such excess in accordance with Section 3.01(b)(i) on the next Quarterly Redemption Date.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2020 Pod E Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by a majority of the Holders of the Series 2020 Pod E Bonds to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2020 Pod E Special Assessments and applied to redeem a portion of the

Series 2020 Pod E Bonds is less than the principal amount of Series 2020 Pod E Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2020 Pod E Bond Redemption Account" and within such Account, a "Series 2020 Pod E General Redemption Subaccount," a "Series 2020 Pod E Optional Redemption Subaccount," and a "Series 2020 Pod E Prepayment Subaccount." Except as otherwise provided in this Eighth Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2020 Pod E Bonds, moneys to be deposited into the Series 2020 Pod E Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account.

(h) Moneys that are deposited into the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2020 Pod E Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii).

(i) Moneys in the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account (including all earnings on investments held in such 2020 Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2020 Pod E Bonds equal to the amount of money transferred to the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall (taking into account the amount from the Series 2020 Pod E Reserve Account which will be available for a credit against such Prepayment) calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2020 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

(j) The Issuer hereby directs the Trustee to establish a Series 2020 Pod E Rebate Fund designated as the "Series 2020 Pod E Rebate Fund " when deposits are required to be made therein. Moneys shall be deposited into the Series 2020 Pod E Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2020 Pod E Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2020 Pod E Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2020 Pod E Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020 Pod E Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2020, to the Series 2020 Pod E Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the interest on the Series 2020 Pod E Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2020 Pod E Capitalized Interest Account or Series 2020 Pod E Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2021, to the Series 2020 Pod E Interest Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the interest on the Series 2020 Pod E Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2020 Pod E Capitalized Interest Account or the Series 2020 Pod E Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing November 1, 20XX, to the Series 2020 Pod E Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the principal amount of Series 2020 Pod E Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2020 Pod E Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the November 1, which is the principal payment date for any Series 2020 Pod E Bonds, to the Series 2020 Pod E Principal Account of the Debt Service Fund, an amount from the Series 2020 Pod E Revenue Account equal to the principal amount of Series 2020 Pod E Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2020 Pod E Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2020 Pod E Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2020 Pod E Revenue Account to the Series 2020 Pod E Interest Account, the amount necessary to pay interest on the Series 2020 Pod E Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each May 1 or November 1 Interest Payment Date while Series 2020 Pod E Bonds remain Outstanding, to the Series 2020 Pod E Reserve Account, an amount from the Series 2020 Pod E Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2020 Pod E Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2020 Pod E Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2020 Pod E Bonds and next, any balance in the Series 2020 Pod E Revenue Account shall remain on deposit in such Series 2020 Pod E Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a

deposit into the Series 2020 Pod E Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2020 Pod E Capitalized Interest Account to pay interest on the Series 2020 Pod E Bonds through at least November 1, 2020, moneys on deposit in the Series 2020 Pod E Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2020 Pod E Bonds on any subsequent Interest Payment Date if moneys remain after November 1, 2020. When such Account has been depleted of all funds, the Trustee shall be authorized to close such subaccount.

SECTION 4.03. Power to Issue Series 2020 Pod E Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020 Pod E Bonds, to execute and deliver the Indenture and to pledge the Series 2020 Pod E Pledged Revenues for the benefit of the Series 2020 Pod E Bonds to the extent set forth herein. The Series 2020 Pod E Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2020 Pod E Bonds, except in case of refunding bonds as provided in Section 5.04 hereof. The Series 2020 Pod E 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 2020 Pod E Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. District #2 Pod E Project to Conform to Consulting Engineer's Report. Upon the issuance of the Series 2020 Pod E Bonds, the Issuer will promptly proceed to acquire the District #2 Pod E Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Collateral Assignment of Rights in the District #2 Pod E Project. The Issuer hereby collaterally assigns to the Trustee, to the extent assignable and to the extent that the below described development and contract rights are solely owned or controlled by Issuer at the time this collateral assignment becomes effective, all of District's development rights and contract rights relating to the District #2 Pod E Project. This assignment shall become effective upon a failure of the Issuer to pay debt service on the Series 2020 Pod E Bonds when due. Notwithstanding the forgoing, this collateral assignment is given by the Issuer solely for purposes of achieving Development Completion as such term is defined in the Collateral Assignment and not as security for the Series 2020 Pod E Bonds. Upon such Development Completion, this collateral assignment shall automatically become null and void and all right, title and interest in the public infrastructure resulting from such assigned rights shall vest with the Issuer or as the Issuer so directs. This conditional assignment does not result in the creation of any obligations on the part of the Trustee.

SECTION 4.06. Prepayments; Removal of Series 2020 Pod E Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2020 Pod E Special Assessments may, at its option, or as a result of acceleration of the Series 2020 Pod E Special Assessments because of non-payment thereof, shall, or by operation of law, or by virtue of any required true-up payment, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020 Pod E Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2020 Pod E Special Assessment, which shall constitute Series 2020 Pod E Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Series 2020 Pod E Special Assessment owed by such owner.

(b) Upon receipt of Series 2020 Pod E Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2020 Pod E Special Assessments have been paid in whole or in part and that such Series 2020 Pod E Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2020 Pod E Prepayment Principal. The Trustee shall, after its receipt of the calculation by the District Manager required pursuant to Section 4.01(f) hereof, calculate the amount available from the Series 2020 Pod E Reserve Account as a result of prepayment of the Series 2020 Pod E Special Assessments for the extraordinary mandatory redemption of the applicable Series 2020 Pod E Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2020 Pod E Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2020 Pod E Special Assessments relating to the acquisition and construction of the District #2 Pod E Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2020 Pod E Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Eighth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020 Pod E Special Assessments, and to levy the Series 2020 Pod E Special Assessments in such manner as will generate funds sufficient to pay Debt Service on the Series 2020 Pod E Bonds when due.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2020 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2020 Pod E Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations secured by Special Assessments on assessable lands within the District that are subject to the Series 2020 Pod E Special Assessments unless the Series 2020 Pod E Special Assessments levied within the District have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the Issuer may rely on a written certificate from the District Manager regarding the occurrence of the Series 2020 Pod E Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2020 Pod E Special Assessments, at any time upon the written consent of the Majority Holders.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2020 Pod E Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2020 Pod E Bonds, the Series 2020 Pod E Bonds are payable solely from the Series 2020 Pod E Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020 Pod E Bonds, (i) the Series 2020 Pod E Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2020 Pod E Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2020 Pod E Pledged Revenues may not be used by the Issuer (whether to pay costs of the District #2 Pod E Project or otherwise) without the consent of the Majority Holders and (iii) the Series 2020 Pod E Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Eighth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2020 Pod E Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Eighth Supplemental Indenture. This Eighth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020 Pod E Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Eighth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Eighth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Eighth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Eighth 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 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Eighth Supplemental Indenture are hereby incorporated herein and made a part of this Eighth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2020 Pod E Bonds or the date fixed for the redemption of any Series 2020 Pod E Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020 Pod E Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Eighth Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Eighth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: Richard P. Hans
Title: Secretary, Board of Supervisors

By: _____
Name: John C. Csapo
Title: Chairperson, Board of Supervisors

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

By: _____
Name: Stacey L. Johnson
Title: Vice President

VERANO CENTER COMMUNITY
DEVELOPMENT DISTRICT, as
Administration District

The Verano Center Community Development District, serving as Administration District, hereby agrees to do all things required of the Administration District in connection with the Series 2020 Pod E Bonds, Series 2020 Pod E Special Assessments and District #2 Pod E Project, as authorized pursuant to the Amended and Restated Interlocal Agreement dated April 9, 2015.

By: _____
Name: John C. Csapo
Title: Chairman, Board of Supervisors

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by John C. Csapo and Richard P. Hans, Chairperson and Secretary, respectively, of Verano #2 Community Development District (the "Issuer"), who acknowledged that they did so sign the foregoing instrument as such officers, respectively, for and on behalf of said Issuer; that the same is their free act and deed as such officers, respectively, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that they respectively appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. They are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of February, 2020, by Stacey L. Johnson, a Vice President of U.S. Bank National Association, as Trustee, who acknowledged that she did so sign said instrument as such officer for and on behalf of said corporation; that the same is her free act and deed as such officer, respectively, and the free act and deed of said corporation; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A
DESCRIPTION OF DISTRICT #2 POD E PROJECT

The District #2 Pod E Project includes, but is not limited to, the following improvements: [TO BE UPDATED]

Roadway improvements;
Storm water management facilities;
Water and sewer facilities;
Undergrounding differential cost of electric utilities;
[Recreational amenities including a clubhouse;]
Landscaping in public rights of way; and
Soft costs and contingencies

EXHIBIT B

[FORM OF SERIES 2020 POD E BOND]

R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ST. LUCIE
CITY OF PORT ST. LUCIE
VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2020
(DISTRICT #2 POD E PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____%		March __, 2020	92337J

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Verano #2 Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2020 Pod E Bonds are in book-entry only form) at the designated corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the first day of November of each year commencing [November] 1, 2020. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1 (collectively, each an "Interest Payment Date"), commencing [November] 1, 2020 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 U.S. Bank National Association and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [November] 1, 2020, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so

punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by 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). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE SERIES 2020 POD E 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 OTHER DISTRICTS, ST. LUCIE COUNTY, FLORIDA (THE "COUNTY"), THE CITY OF PORT ST. LUCIE, FLORIDA (THE "CITY"); THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 POD E 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 2020 POD E SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2020 POD E BONDS, EXCEPT WHERE ANY SUCH ACTION HAS BEEN DELEGATED BY THE ISSUER TO THE CENTER DISTRICT, ACTING AS ADMINISTRATION DISTRICT, ON BEHALF OF THE ISSUER. THE SERIES 2020 POD E BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE OTHER DISTRICTS, THE COUNTY, THE CITY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

This Bond is one of an authorized issue of Series 2020 Pod E Bonds of the Verano #2 Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 05-17 of the City Commission of the City of Port St. Lucie, Florida (the "City Commission") enacted on April 25, 2005, as such ordinance was amended by the City Commission on February 13, 2006, as further amended, designated as "Verano #2 Community Development District Special Assessment Bonds, Series 2020 (District #2 Pod E Project)" (the "Series 2020 Pod E Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED THOUSAND AND 00/100 DOLLARS (\$_____.00) of like date, tenor and effect, except as to number. The Series 2020 Pod E Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and acquiring the District #2 Pod E Project (as defined in the herein referred to Indenture). The Series 2020 Pod E Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The

Series 2020 Pod E Bonds are issued under and secured by a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture"), by and among the Trustee and the Districts, as amended and supplemented by a Eighth Supplemental Trust Indenture dated as of February 1, 2020 (the "Eighth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2020 Pod E Bonds issued under the Indenture, the operation and application of the Series 2020 Pod E Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2020 Pod E Bonds, the levy and the evidencing and certifying for collection, of the Series 2020 Pod E Special Assessments, the nature and extent of the security for the Series 2020 Pod E Bonds, the terms and conditions on which the Series 2020 Pod E Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2020 Pod E Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2020 Pod E Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2020 Pod E Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2020 Pod E Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Series 2020 Pod E Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2020 Pod E Special Assessments to secure and pay the Series 2020 Pod E Bonds.

The Series 2020 Pod E 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 2020 Pod E Bonds shall be made on the dates specified below. Upon any redemption of Series 2020 Pod E Bonds other than in accordance with scheduled mandatory sinking fund

redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2020 Pod E Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Pod E Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2020 Pod E Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2020 Pod E Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2020 Pod E Bonds to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2020 Pod E Bonds to be redeemed, plus accrued interest from the most recent May 1 or November 1 Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod E Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod E Bonds redeemed pursuant to

optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod E Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>

*Maturity

The Series 2020 Pod E Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2020 Pod E Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	Mandatory Sinking Fund Redemption Amount

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2020 Pod E Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020 Pod E Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2020 Pod E Prepayment Principal deposited into the Series 2020 Pod E Prepayment Subaccount of the Series 2020 Pod E Bond Redemption Account and from amounts in the Series 2020 Pod E Reserve Account in excess of the Series 2020 Pod E Reserve Requirement, as described in Section 4.01(f) of the Eighth Supplemental Indenture following the payment in whole or in part of Series 2020 Pod E Special Assessments on any assessable lands within the District in accordance with the provisions of Section 4.06(a) of the Eighth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2020 Pod E Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2020 Pod E Rebate Fund and the Series 2020 Pod E Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2020 Pod E Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2020 Pod E Acquisition and Construction Account not otherwise reserved to complete the District #2 Pod E Project and transferred to the Series 2020 Pod E General Redemption Subaccount of the Series 2020 Pod E Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Pod E Bonds subject to redemption shall be called for redemption, the particular such Series 2020 Pod E Bonds or portions of such Series 2020 Pod E Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of the Series 2020 Pod E Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2020 Pod E Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Pod E Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Pod E Bonds or such portions thereof on such date, interest on such Series 2020 Pod E Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Pod E Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Pod E Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

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

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2020 Pod E Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2020 Pod E Bonds as to the Trust Estate with respect to the Series 2020 Pod E Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2020 Pod E Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions

contained in the Indenture, the Series 2020 Pod E 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 2020 Pod E Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2020 Pod E Bond or Series 2020 Pod E Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Series 2020 Pod E Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2020 Pod E Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2020 Pod E Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2020 Pod E Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Series 2020 Pod E 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 2020 Pod E Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2020 Pod E Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Verano #2 Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson/Vice Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2020 Pod E Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Series 2020 Pod E Bonds which were validated by judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for St. Lucie County, Florida, rendered on the 26th day of May, 2015.

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____

Secretary/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 entirety
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act _____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

VERANO #2 COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (DISTRICT #2 POD E PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Eighth Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

*Series 2020 Pod E Acquisition and Construction Account of the
Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod E Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the District #2 Pod E Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the District #2 Pod E Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**VERANO #2 COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2020
(DISTRICT #2 POD E PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Verano #2 Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Districts to U.S. Bank National Association, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Eighth Supplemental Trust Indenture dated as of February 1, 2020 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance:
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2020 Pod E Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2020 Pod E Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2020 Pod E Costs of Issuance Account ;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2020 Pod E Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

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

VERANO #2 COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

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

Re: \$_____ Verano #2 Community Development District Special Assessment
 Bonds, Series 2020 (District #2 Pod E Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds [state maturing on November 1, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the "Investor Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the "Issuer"). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture") by and among the Districts and the Trustee, and a Eighth Supplemental Trust Indenture dated as of February 1, 2020 ("Eighth Supplement" and, collectively with the Master Indenture, the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Security") for the benefit of the Owners of the Bonds.

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, insurance company, registered investment company, business development company, or small business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;

☐ a charitable organization, corporation, or partnership with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year; or

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated February __, 2020 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT E
MAP OF DISTRICT #2

36378352v5/999903.000124

Verano #1
Community Development District

Check Run Summary

January 16, 2020

<u><i>Date</i></u>	<u><i>Check Numbers</i></u>	<u><i>Amount</i></u>
October 10, 2019	134	\$542.40
October 9, 2019	135	\$5,000.00
October 14, 2019	136-138	\$2,487.50
November 12, 2019	139	\$1,812.50
December 5, 2019	140	\$1,812.50
Total		\$11,654.90

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
10/10/19	00011	10/10/19	10102019	201910 300-21700-10000		*	122.40		
			3RD QRT 941						
		10/10/19	10102019	201910 300-21800-10000		*	420.00		
			3RD QRT FED INC TAX						
					UNITED STATES TREASURY			542.40	000134
10/09/19	00013	9/18/19	9747	201910 310-51300-45000		*	5,000.00		
			INSURANCE FY20						
					EGIS INSURANCE ADVISORS, LLC			5,000.00	000135
10/14/19	00002	10/01/19	74242	201910 310-51300-54000		*	175.00		
			SPECIAL DISTRICT FEE FY20						
					DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	000136
10/14/19	00001	10/01/19	171	201910 310-51300-34000		*	1,333.33		
			OCT 19- MGMT FEE						
		10/01/19	171	201910 310-51300-31300		*	416.67		
			OCT 19- DESSEMINATION						
		10/01/19	171	201910 310-51300-35100		*	62.50		
			OCT 19- WEBSITE ADMIN						
					GOVERNMENTAL MANAGEMENT SERVICES -			1,812.50	000137
10/14/19	00006	9/01/19	18654	201910 310-51300-32200		*	500.00		
			IN PROGRESS FY20						
					GRAU AND ASSOCIATES			500.00	000138
11/12/19	00001	11/01/19	172	201911 310-51300-34000		*	1,333.33		
			NOV 19- MGMT FEE						
		11/01/19	172	201911 310-51300-31300		*	416.67		
			NOV 19- DISSEMINATION						
		11/01/19	172	201911 310-51300-35100		*	62.50		
			NOV 19- WEBSITE ADMIN						
					GOVERNMENTAL MANAGEMENT SERVICES -			1,812.50	000139
12/05/19	00001	12/01/19	173	201912 310-51300-34000		*	1,333.33		
			DEC 19- MGMT FEE						
		12/01/19	173	201912 310-51300-31300		*	416.67		
			DEC 19- DISSEMINATION						
		12/01/19	173	201912 310-51300-35100		*	62.50		
			DEC 19- WEBSITE ADMIN						
					GOVERNMENTAL MANAGEMENT SERVICES -			1,812.50	000140

TOTAL FOR BANK A 11,654.90

TOTAL FOR REGISTER 11,654.90

MR1 -- VERANO #1-- TCESSNA

Verano #1
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
December 31, 2019

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<u>ASSETS:</u>				
Cash	\$34,954	---	---	\$34,954
Due From Verano # 5	---	\$3,702	---	\$3,702
Investments :				
<u>Series 2015</u>				
Reserve	---	\$276,685	---	\$276,685
Revenue	---	\$318,927	---	\$318,927
Prepayment	---	\$22,255	---	\$22,255
Construction	---	---	\$6,179	\$6,179
<u>Series 2017</u>				
Reserve A1	---	\$306,506	---	\$306,506
Revenue	---	\$533,887	---	\$533,887
Reserve A2	---	\$12,003	---	\$12,003
TOTAL ASSETS	\$34,954	\$1,473,965	\$6,179	\$1,515,098
<u>LIABILITIES:</u>				
Fica Payable	\$201	---	---	\$201
TOTAL LIABILITIES	\$201	\$0	\$0	\$201
<u>FUND BALANCES:</u>				
Restricted for:				
Debt Service	---	\$1,473,965	---	\$1,473,965
Capital Projects	---	---	\$6,179	\$6,179
Unassigned	\$34,753	---	---	\$34,753
TOTAL FUND BALANCES	\$34,753	\$1,473,965	\$6,179	\$1,514,897
TOTAL LIABILITIES & FUND BALANCES	\$34,954	\$1,473,965	\$6,179	\$1,515,098

Verano #1
COMMUNITY DEVELOPMENT DISTRICT
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended December 31, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
<u>Revenues</u>				
Developer Assessment	\$44,124	\$44,124	\$44,074	(\$50)
Total Revenues	\$44,124	\$44,124	\$44,074	(\$50)
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$2,600	\$400	\$400	\$0
FICA Expense	\$199	\$31	\$31	\$0
Annual Audit	\$3,600	\$500	\$500	\$0
Arbitrage	\$1,200	\$0	\$0	\$0
Trustee Fees	\$9,000	\$0	\$0	\$0
Dissemination Agent	\$5,000	\$1,250	\$1,250	(\$0)
Management Fees	\$16,000	\$4,000	\$4,000	\$0
Insurance	\$5,000	\$5,000	\$5,000	\$0
Other Current Charges	\$600	\$150	\$109	\$41
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance	\$750	\$188	\$188	\$0
Total Administrative	\$44,124	\$11,693	\$11,652	\$41
Excess (deficiency) of revenues over (under) expenditures	\$0	\$32,431	\$32,422	(\$9)
Net change in fund balance	\$0	\$32,431	\$32,422	(\$9)
Fund Balance - Beginning	\$0		\$2,331	
Fund Balance - Ending	\$0		\$34,753	

Verano #1
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
Series 2015 Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended December 31, 2019

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 12/31/19</u>	<u>ACTUAL THRU 12/31/19</u>	<u>VARIANCE</u>
<u>Revenues</u>				
Special Assessments - A Bonds (Tax Roll)	\$322,615	\$285,031	\$285,031	\$0
Special Assessments - A Bonds (Direct)	\$229,368	\$35,005	\$35,005	\$0
Special Assessments - Prepayments	\$0	\$0	\$17,711	\$17,711
Interest Income	\$0	\$0	\$2,060	\$2,060
Total Revenues	\$551,983	\$320,036	\$339,807	\$19,772
<u>Expenditures</u>				
<u>Series 2015</u>				
Interest - 11/01	\$199,938	\$199,938	\$199,938	\$0
Principal - 11/01	\$135,000	\$135,000	\$135,000	\$0
Interest - 05/01	\$196,731	\$0	\$0	\$0
Total Expenditures	\$531,669	\$334,938	\$334,938	\$0
Excess (deficiency) of revenues over (under) expenditures	\$20,315	(\$14,902)	\$4,870	\$19,772
Net change in fund balance	\$20,315	(\$14,902)	\$4,870	\$19,772
Fund Balance - Beginning	\$376,015		\$615,401	
Fund Balance - Ending	\$396,330		\$620,271	

Verano #1
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
Series 2017A1 & A2 Special Assessment Refunding Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended December 31, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
<u>Revenues</u>				
Special Assessments - A Bonds (Tax Roll)	\$574,618	\$505,953	\$505,953	\$0
Special Assessments - A Bonds (Direct)	\$64,790	\$0	\$0	\$0
Interest Income	\$0	\$0	\$2,007	\$2,007
Total Revenues	\$639,408	\$505,953	\$507,960	\$2,007
<u>Expenditures</u>				
<u>Series 2017A-1</u>				
Interest A1 - 11/01	\$141,024	\$141,024	\$141,024	\$0
Principal A1 - 05/01	\$305,000	\$0	\$0	\$0
Interest A1 - 05/01	\$141,024	\$0	\$0	\$0
<u>Series 2017A-2</u>				
Interest A2 - 11/01	\$12,431	\$12,431	\$12,431	\$0
Principal A2 - 05/01	\$20,000	\$0	\$0	\$0
Interest A2 - 05/01	\$12,431	\$0	\$0	\$0
Total Expenditures	\$631,910	\$153,455	\$153,455	\$0
Excess (deficiency) of revenues over (under) expenditures	\$7,498	\$352,498	\$354,505	\$2,007
Net change in fund balance	\$7,498	\$352,498	\$354,505	\$2,007
Fund Balance - Beginning	\$167,480		\$499,189	
Fund Balance - Ending	\$174,978		\$853,694	

**VERANO #1
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2020**

Series 2015, Special Assessment Bonds	
Maturity Date:	11/1/2046
Reserve Fund Requirement:	Maximum Annual Debt Service
Bonds outstanding - 11/30/2019	\$7,640,000.00
Current Bonds Outstanding	\$7,640,000.00

Series 2017A-1, Senior Special Assessment Refunding Bonds	
Maturity Date:	5/1/2037
Reserve Fund Requirement:	Maximum Annual Debt Service
Bonds outstanding - 5/31/2019	\$7,365,000.00
Current Bonds Outstanding	\$7,365,000.00

Series 2017A-2, Subordinate Special Assessment Refunding Bonds	
Maturity Date:	5/1/2037
Reserve Fund Requirement:	Maximum Annual Debt Service
Bonds outstanding - 5/31/2019	\$515,000.00
Current Bonds Outstanding	\$515,000.00

Total Current Bonds Outstanding	\$15,520,000.00

Verano #1
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND
Series 2015 Special Assessment Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended December 31, 2019

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 12/31/19</u>	<u>ACTUAL THRU 12/31/19</u>	<u>VARIANCE</u>
<u>Revenues</u>				
Interest Income	\$0	\$0	\$27	\$27
<i>Total Revenues</i>	<u>\$0</u>	<u>\$0</u>	<u>\$27</u>	<u>\$27</u>
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$27</u>	<u>\$27</u>
Net change in fund balance	<u>\$0</u>	<u>\$0</u>	<u>\$27</u>	<u>\$27</u>
Fund Balance - Beginning	\$0		\$6,152	
Fund Balance - Ending	<u>\$0</u>		<u>\$6,179</u>	

Verano #1
Community Development District
Series 2015 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through December 31, 2019

Opening Balance in Construction Account		\$7,216,198.48
Source of Funds:		
	Interest Earned	\$3,379.24
	Interfund Transfer In/(Out)	(\$14,953.04)
Use of Funds:		
Disbursements:		
	Stormwater Management	(\$3,249,000.29)
	Water Distribution System	(\$3,018,683.93)
	Professional Fees	(\$404,489.36)
	COI	(\$526,272.23)
Adjusted Balance in Construction Account at December 31, 2019		<u><u>\$6,178.87</u></u>

2. Funds Available For Construction at December 31, 2019

Book Balance of Construction Fund December 31, 2019	\$6,178.87
Construction Funds available at December 31, 2019	<u><u>\$6,178.87</u></u>

3. Investments - US Bank

December 31, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight	0.01%		\$6,178.87	\$6,178.87
				Contracts Payable	\$0.00
				Balance at 12/31/2019	<u><u>\$6,178.87</u></u>