

***Woodlands Section 9
Community Development District***

March 10, 2026

Woodlands Section 9

Community Development District

Agenda

Seat 1: Lindsay Foster – (C.)	
Seat 2: John Lonergan – (V.C.)	
Seat 3: Janet Trump – (A.S.)	
Seat 4: Albani Belandria – (A.S.)	
Seat 5: Landon Massel – (A.S.)	

Tuesday
March 10, 2026
4:00 p.m.

699 N Federal Hwy, Suite #450,
Fort Lauderdale, FL
[Join the meeting now](#)

Meeting ID: 250 733 128 743 and Passcode: gHnsGt
1 872-240-4685 and Phone Conference ID: 294 253 9#

1. Roll Call
2. Approval of the Minutes of December 9, 2025 Meeting – **Page 4**
3. Consideration of **Resolution #2026-01** Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing – **Page 10**
4. Consideration of Updated Ancillary Documents
 - A. Acquisition Agreement – **Page 18**
 - B. Completion Agreement – **Page 37**
 - C. Collateral Assignment and Assumption of Developmental Rights – **Page 47**
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 - E. True-Up Agreement (Phase One) – **Page 63**
 - F. Lien of Record (Phase One) – **Page 76**
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 - Opening Audit Selection Committee Meeting**
 - A. Roll**
 - B. Ranking of Respondents to RFP**
 - C. Adjournment**
 - D. Selection of Audit Firms**
6. Discussion of Procedures for Landowners Election Meeting – November 3, 2026 – **Page 124**
7. Staff Reports
 - A. Attorney
 - B. Engineer – Acceptance of District Engineer’s Report dated February 17, 2026 – Page 127**
 - C. Manager
8. Financial Reports
 - A. Funding Request **#12– Page 136**

9. Supervisors Requests and Audience Comments

10. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <https://www.woodlandssection9cdd.com>

**MINUTES OF MEETING
WOODLANDS SECTION 9
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Woodlands Section 9 Community Development District was held on Tuesday, December 9, 2025 at 4:00 p.m. at 699 N. Federal Highway, Suite 450, Fort Lauderdale, Florida.

Present and constituting a quorum were:

John Lonergan
Albani Belandria
Landon Massel

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Michael Pawelczyk
Andrew Gill
Ryan Wheeler

District Counsel
District Manager
District Engineer (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Gill called the meeting to order and stated we have a quorum.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of
the July 8, 2025 Meeting**

Mr. Gill: The next item on the agenda is approval of the minutes of the July 8, 2025 meeting and those minutes are included in your agenda packet. Are there any additions, deletions or corrections? Hearing none, I'll ask for a motion to approve those.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, the Minutes of July 8, 2025 Meeting were approved.

THIRD ORDER OF BUSINESS

Ratification of E-Verify System Memorandum of Understanding for Employees

Mr. Gill: Item No. 3 is, we're just ratifying this E-Verify system memorandum for employees, so this just describes the current rules related to E-Verify, and this is a federal requirement right, Mike?

Mr. Pawelczyk: Yes, but it's a requirement of the State of Florida, so we have to do this as a government entity in Florida. If you ever look at any of our contracts there's an E-Verify provision in there that requires all of our contractors to E-Verify, including GMS, including my office, that's really all it is. So, we have to enter into this with DHS, we've reviewed it, the legal form is fine, there's no cost to it, so it's just something we have to do.

Mr. Gill: Right, and this is already signed so we're just looking to ratify this. If there are no questions, I'll ask for a motion to ratify the E-Verify system.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, ratifying the E-Verify System Memorandum of Understanding for Employees was approved.

FOURTH ORDER OF BUSINESS

Appointment of Audit Selection Committee

Mr. Gill: Before we go into item No. 4 which is the audit selection committee meeting portion of this meeting, which is the meat and potatoes here, we first have to set up the audit selection committee personnel, the folks that will serve as the audit selection committee. General my Boards select all the Board members, so if that's ok with you all I'll ask for a motion to appoint all members of the Board as the audit selection committee.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, appointing the entire Board of Supervisors to serve as the Audit Selection Committee was approved.

Audit Selection Committee Meeting

- A. Opening Audit Selection Committee Meeting**
- B. Roll Call**
- C. Selection of Criteria for Evaluation**
- D. Authorizing RFP**
- E. Adjournment**

Mr. Gill: Next I'm looking for a motion to open the audit selection committee portion of the meeting.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, opening the Audit Selection Committee Meeting was approved.

Mr. Gill: Alright, now that the audit selection meeting is open, I'll do the roll call, we have Supervisor Lonergan, Supervisor Belandria, and Supervisor Massell. So, the purpose of this audit selection committee meeting is to review the criteria for the RFP that will go out for your auditor. As you guys are familiar, the District is required to have an independent auditor to audit their financials. So, we've included in the packet a memo detailing criteria, we've also included a sample of the RFP that will go out. So, what I'll do is I'll go through that criteria, the Board can change it if they like or they can keep it the same and then once you all approve that and authorize the RFP we'll adjourn this portion of the meeting. Alright, so the criteria we have set is 100 points, broken down into five groups, each worth 20 points, the ability of personnel, proposers experience, understanding the scope of work, ability to furnish the required services and the price, each of those are 20 points. We will go out to the RFP, the respondents will respond with their information and you all would rank them at the next meeting. Are there any questions on the criteria for evaluation?

Mr. Lonergan: No.

Mr. Massel: No.

Mr. Gill: Ok, so if that looks good to you I'll just ask for a motion to accept that criteria.

On MOTION by Mr. Massel seconded by Mr. Lonergan with all in favor, accepting the criteria for evaluation was approved.

Mr. Gill: Next I'm just looking for a motion to authorize the issuance of the RFP.

On MOTION by Mr. Massel seconded by Mr. Lonergan with all in favor, authoring the RPF was approved.

Mr. Gill: Any questions on that before we adjourn? Not hearing any, I'm just looking for a motion to adjourn.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, the Audit Selection Committee Meeting was adjourned.

FIFTH ORDER OF BUSINESS

Staff Reports

Mr. Gill: Moving on to staff reports, we have Michael Pawelczyk here today.

A. Attorney

Mr. Pawelczyk: I wouldn't say we have anything to report, I think we're just waiting on the issuance of bonds, and we're not ready to do that. One thing I should mention and I'm sure Ginger has mentioned it, and Andrew probably as well, your ethics training, I'm not going to say anything, if you still need to do your ethics training let us know and we'll send you the links but, you need to complete that before December 31st for next year. That's all I have unless there's any questions for me.

Mr. Lonergan: No questions.

Mr. Gill: Thank you.

B. Engineer

Mr. Gill: Ryan, anything for the Board?

Mr. Wheeler: No report.

Mr. Gill: Ok, thank you Ryan.

C. Manager – Final Approval of the FY2024-FY2025 Report Performance Measures and Standards

Mr. Gill: Moving down to District manager, since we haven't met we weren't able to include the approval of the performance measures and standards. As you all may recall, we set a few standards for the Board to meet for this fiscal year, those standards were met and so this is a memorandum from my office just saying, hey you guys met each of these, we advertised our meetings, we had at least 3 meetings, and so forth. So, if there are no questions on that, I'm just looking for a motion to approve that fiscal year 2024-2025 performance measures and standards.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, the final approval of the FY2024-FY2025 Report Performance Measures and Standards was approved.

Mr. Gill: Just to cover my bases since we haven't met in a while, I'd like to use the same standards that we used for fiscal year 2024-2025 for fiscal year 2025-2026, unless the legislature changes things that would be sufficient for next year's as well.

On MOTION by Mr. Lonergan seconded by Mr. Massel with all in favor, accepting the FY2025-2026 Performance Measures and Standards was approved.

Mr. Gill: Do you have anything to add on that Mike?

Mr. Pawelczyk: There is a bill in the legislature to remove that requirement, I think it's a stupid requirement, but there was one last legislature for the previous year that didn't go anywhere, so we'll see what happens this year.

Mr. Gill: Ok.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Funding Requests #9, #10 & #11

B. Acceptance of Unaudited Financials

Mr. Gill: Alright, next up are financial reports, we've included a few funding requests here, just looking for approval of those.

On MOTION by Mr. Massel seconded by Mr. Lonergan with all in favor, Funding Requests #9, #10 and & 11 was approved.

Mr. Gill: We've also included the unaudited financials and these are through October 31, 2025. If there are no questions on that, I'm looking for a motion to accept those.

On MOTION by Mr. Massel seconded by Mr. Lonergan with all in favor, the Unaudited Financials were approved.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Gill: Supervisor's requests and audience comments, we don't have any members of the public present in person or on the phone. Are there any Supervisor's requests?

Mr. Lonergan: No.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Gill: Then I'm just looking for a motion to adjourn.

On MOTION by Ms. Belandria seconded by Mr. Lonergan with all in favor, the Meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2026-01

A RESOLUTION OF THE WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2027; and

WHEREAS, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

WHEREAS, the Board of Supervisors desires to set the public hearing date;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT:

1. The proposed budget for Fiscal Year 2027 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: _____

Hour: _____

Place: _____

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this _____ day of _____, 2026

Chairman/Vice Chairman

Secretary/Assistant Secretary

Woodlands Section 9
Community Development District

Proposed Budget
FY 2027



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Woodlands Section 9
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
REVENUES:					
Developer Contributions/Maintenance Assessments	\$ 1,145,225	\$ 20,592	\$ 55,938	\$ 76,530	\$ 1,145,225
TOTAL REVENUES	\$ 1,145,225	\$ 20,592	\$ 55,938	\$ 76,530	\$ 1,145,225

EXPENDITURES:

Administrative

Engineering	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
Attorney	12,000	2,840	6,390	9,230	12,000
Annual Audit	5,000	-	5,000	5,000	5,000
Assessment Administration	2,500	-	-	-	2,500
Arbitrage Rebate	550	-	-	-	550
Dissemination Agent	2,500	-	-	-	2,500
Trustee Fees	5,000	-	-	-	5,000
Management Fees	36,000	15,000	21,000	36,000	36,000
Information Technology	1,000	417	583	1,000	1,000
Website Maintenance	1,000	417	583	1,000	1,000
Telephone	200	-	-	-	200
Postage & Delivery	750	2	50	52	750
Insurance General Liability	6,500	5,000	-	5,000	6,500
Printing & Binding	1,000	-	150	150	1,000
Legal Advertising	2,000	408	500	908	2,000
Other Current Charges	750	286	420	706	750
Dues, Licenses & Subscriptions	175	175	-	175	175
Contingency	1,000	-	1,000	1,000	1,000
TOTAL ADMINISTRATIVE	\$ 87,925	\$ 24,544	\$ 45,677	\$ 70,221	\$ 87,925

Woodlands Section 9
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
Field Expenditures					
Field Management Fees	\$ 63,000	\$ -	\$ -	\$ -	\$ 63,000
Contractual-Security (Gate Monitoring)	111,000	-	-	-	111,000
Fire and Security System Monitoring	500	-	-	-	500
Telephone	10,800	-	-	-	10,800
Water and Sewer	19,000	-	-	-	19,000
Electric	105,000	-	-	-	105,000
Pest Control	12,000	-	-	-	12,000
Other Maintenance	10,000	-	-	-	10,000
Irrigation Pumps Maintenance and Repair	30,000	-	-	-	30,000
Community Landscape Maintenance	336,000	-	-	-	336,000
Field Mowing Services for Open Spaces	108,000	-	-	-	108,000
Annuals Rotations	10,000	-	-	-	10,000
Fertilization	38,000	-	-	-	38,000
Pruning/Trimming/Clean Up/Tree Removals	22,000	-	-	-	22,000
Lake Maintenance/Repair	42,000	-	-	-	42,000
Fountain Maintenance/Repair	14,000	-	-	-	14,000
Drainage Maintenance	26,000	-	-	-	26,000
Road Maintenance/Repair	20,000	-	-	-	20,000
Pressure Cleaning	36,000	-	-	-	36,000
Electrical Repair and Replacement	28,000	-	-	-	28,000
Gate Repairs & Replacements	16,000	-	-	-	16,000
FIELD EXPENDITURES	\$ 1,057,300	\$ -	\$ -	\$ -	\$ 1,057,300
TOTAL EXPENDITURES	\$ 1,145,225	\$ 24,544	\$ 45,677	\$ 70,221	\$ 1,145,225
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ (3,952)	\$ 10,261	\$ 6,309	\$ -

Gross Assessments	\$ 1,218,325
Less: Discounts & Collections 6%	73,099
Net Assessments	\$ 1,145,225

Product	Assessable Units	Total Gross Assessment	FY26 Gross Per Unit	FY27 Gross Per Unit	Increase/ (Decrease)
Single Family	335	\$ 1,218,324.65	-	\$ 3,636.79	\$ 3,636.79
Total	335	\$ 1,218,324.65			

Woodlands Section 9

Community Development District

Budget Narrative

REVENUES

Developer Contributions/Maintenance Assessments

The District will levy a Non-Ad Valorem assessment on all the platted lots within the District to pay all of the operating expenditures for the Fiscal Year in accordance with the adopted budget.

Expenditures - Administrative

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e. attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration

GMSF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Telephone

Conference calls for the CDD.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Woodlands Section 9
Community Development District
Budget Narrative

Expenditures - Administrative (continued)

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to Florida Commerce for \$175.

Contingencies

A contingency for any unanticipated and unscheduled cost to the District.

Expenditures - Field

Field Management Fees

The District has contracted with Governmental Management Services-South Florida, LLC for the supervision and on-site management services. Their responsibilities include reviewing contracts, providing the on-site support during designated times, and other maintenance related items.

Contractual-Security (Gate Monitoring)

This includes off-site monitoring and control of the District's security gates and assisting the District with updating the database of

Contractual-Security Equipment

The District entered into contract to purchase new security equipment.

Fire and Security System Monitoring

The District has a contract with Security & Fire Systems with alarm monitoring.

Telephone

The District currently has seven accounts for services. Services include business lines and broadband services for the security gates and pool areas.

Water and Sewer

Water and Sewer accounts with the City of Tamarac.

Electric

The District is currently responsible for accounts with Florida Power & Light and costs have been budgeted based on historical

Pest Control

Services include the interior /exterior service treatment of pest, insects, and rodents.

Other Maintenance

Any unscheduled repairs and maintenance that the District should incur during the fiscal year.

Irrigation Pumps Maintenance & Repair

The District has contracted with Innovative Grounds Management of Florida, LLC to maintain and repair the irrigation system.

Community Landscape Maintenance

The District will enter into a contract for its annual common area landscape maintenance.

Landscape Repairs and Improvements

Pruning, trimming, tree removals, annuals, fertilizations, and other clean up that is not part of the contractual services.

Woodlands Section 9
Community Development District
Budget Narrative

Expenditures – Operations and Maintenance (Continued)
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Lake Maintenance/Repair

The District will enter into a contract for the monthly, semi-annual and yearly maintenance. Services include: control algae, border grass and brush control, monthly water testing, and management reporting.

Fountain Maintenance/Repair

Repairs and maintenance to the District's fountains, as needed.

Drainage Maintenance

Repairs and maintenance to the District's drainage system.

Road Maintenance/Repair

Unscheduled and scheduled repairs and maintenance to the District's roads.

Pressure Cleaning

Annual pressure cleaning of sidewalks, entrance walls, clubhouse, park and pools, etc. and includes subdivision sidewalks.

Electrical Repair and Replacement

Scheduled and unscheduled electrical maintenance and repairs throughout the District.

Gate Repairs and Replacements

Scheduled repairs and performance maintenance on the gates as well as any unscheduled repairs that may occur.

ASSIGNMENT AND ACQUISITION AGREEMENT

This Assignment and Acquisition Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between:

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Tamarac, Broward County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”); and

WOODLANDS CLUB HOLDINGS, LLLP, a Delaware limited liability partnership authorized to do business in the State of Florida, whose principal address is 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, and its successors, successors-in-title, and assigns (the “Developer”).

RECITALS

WHEREAS, the District was established by Ordinance No. O-2024-008, enacted by the City Commission (the “City Commission”) of the City of Tamarac, Florida (the “City”) and effective April 10, 2024 (the “Ordinance”), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the boundaries of the District; and

WHEREAS, the Developer is the developer of the 276.48 +/- acres of lands within the District, which lands are situated within the municipal limits of the City within Broward County (the “County”), Florida, and are more particularly described in the Ordinance, incorporated by reference (the “District Lands”); and

WHEREAS, the lands within the District Lands are owned by the Developer; and

WHEREAS, the Developer covenants that the Developer has all necessary authority to develop the District Lands, complete the Capital Improvement Plan, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands, including, without limitation, a stormwater management system, a water distribution system, a wastewater collection system, onsite and offsite roadway improvements, open space improvements, including, but not limited to, walking trails, parks, landscaping, and entrance features, and related soft and incidental costs, including professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer’s Report, dated June 5, 2024, Amended and Restated February 11, 2025, prepared by Caulfield & Wheeler, Inc. (the “Engineer”), as may be further

amended or supplemented from time to time (collectively, the “Engineer's Report”), and in the plans and specifications on file at the office of the District (collectively, the “Improvements” or the “Capital Improvement Plan”), which Engineer’s Report and Capital Improvement Plan plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the Capital Improvement Plan, which consists of the rights and interests in certain public infrastructure improvements and interests in real property as more particularly described in Exhibit A attached hereto and made a part hereof, which Improvements benefit those District Lands, as described in the Engineer’s Report; and

WHEREAS, the Capital Improvement Plan is expected to be constructed in two phases, Phase One and Phase Two, as identified and described in the Engineer’s Report; and

WHEREAS, the District is issuing its \$ _____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026 (the “Series 2026 Bonds”), to finance the cost of acquisition of a portion of the Developer's rights or interest in Phase One of the Capital Improvement Plan providing a direct and special benefit to the District Lands, pursuant to a Master Trust Indenture, dated as of _____ 1, 2026, and a First Supplemental Trust Indenture, dated as of _____ 1, 2026, as each may be supplemented and amended from time to time (collectively, the “Indenture”), which Indenture is by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”); and

WHEREAS, the District intends to issue its Series 2026 Bonds to finance all or a portion of Phase One of the Capital Improvement Plan; and

WHEREAS, the District is expected, but is not obligated, to issue additional special assessment bonds in an amount not-to exceed \$52,000,000 (the “Future Bonds,” together with the Series 2026 Bonds, the “Bonds”) to finance the remainder or a portion of the remainder of the Capital Improvement Plan that provides a direct and special benefit to the District Lands, which amount of Future Bonds will be no more than the Capital Improvement Plan cost for Phase 2 as estimated in the Engineer’s Report, and which amount of Bonds will be less than the total Capital Improvement Plan cost estimated in the Engineer’s Report; and

WHEREAS, since the Capital Improvement Plan provides a direct and special benefit to the lands within the District Lands, it is the intent of the parties that this Agreement shall be applicable to the Bonds; and

WHEREAS, the Developer shall assign to the District, subject to the terms and conditions set forth herein, certain contracts, licenses and permits relating to the design, construction and/or installation of the Capital Improvement Plan (the “Contract Rights”), inclusive of all designs, plans and specifications relating to the Capital Improvement Plan, prepared by, or on behalf of, the Developer (the “Plans”), which Contract Rights and Plans are listed in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, Developer will grant the District those easements or real property interests as determined to be necessary by legal counsel to the District and which permit the District to acquire and/or construct and maintain the Capital Improvement Plan within and benefitting the District Lands; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, as a condition of the District acquiring the completed Improvements that constitute part of the Capital Improvement Plan, the Engineer will certify that the Improvements or the portion of the Improvements being conveyed to the District pursuant to this Agreement are part of the Capital Improvement Plan and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for end users); and

WHEREAS, the District Board of Supervisors has determined that it is in the best interests of the District, its future landowners and residents to enter into this Agreement and to acquire the Improvements and any interests in real property that are part of the Capital Improvement Plan and to take assignment of the Contract Rights for the construction and installation of the Capital Improvement Plan, or portion thereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 It is contemplated by the parties that the Improvements will be completed and conveyed by the Developer to the District or will be completed by the District under those certain Contract Rights assigned to the District. The provisions of Section 3 and Section 4 hereof are specifically applicable to the conveyance of Improvements comprising the Capital Improvement Plan by the Developer to the District, while the provisions of Section 6 are applicable to the assignment of Contract Rights from the Developer to the District. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Bonds, in one or more Series, the amount of net proceeds available from the Bonds issued by the District as total

payment for all the Developer's rights or interest in the Capital Improvement Plan, an amount not to exceed **SIXTY-SIX MILLION TWO HUNDRED TWO THOUSAND ONE HUNDRED FOUR AND 00/100 (\$66,202,104.00) DOLLARS** (the "Capital Improvement Plan Cost"). The parties acknowledge that this Capital Improvement Plan Cost will exceed the amount of net proceeds available from the Series 2026 Bonds and the Future Bonds (if issued) to be issued by the District, in connection with the Capital Improvement Plan. The total payment to be made by the District for all the Developer's rights or interests in the Capital Improvement Plan, inclusive of the Contract Rights, calculated in accordance with and subject to this Agreement shall not exceed the amount of net proceeds available from the any Series of Bonds issued by the District (the "Purchase Price") deposited into the applicable Acquisition and Construction Account(s) and from monies in the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2 (as defined in the Indenture).

2.2 In no event shall the District pay more than the Purchase Price for the Capital Improvement Plan, including payment of any and all reimbursement(s) to the Developer by the District for Contract Rights. In the event that there are not sufficient funds from the available net proceeds of the Bonds and from available money released from the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2 to pay for the Capital Improvement Plan, then, the Capital Improvement Plan Cost shall be reduced to equal the amount of remaining funds available from the net proceeds of the Bonds, in one or more Series, and available monies in the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements, the Contract Rights, and the interests in real property subject to this Agreement without further right to any additional payments for the Improvements, Contract Rights, or the interests in real property constituting the Capital Improvement Plan. The acquisition of the Developer's rights or interest in the Capital Improvement Plan by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indentures relating to the Bonds, the resolution or resolutions authorizing the Bonds, and the Engineer's Report, all of which are incorporated herein by reference. Notwithstanding, the parties recognize and acknowledge that the Developer shall not be paid more than the Purchase Price for the Capital Improvement Plan, inclusive of the Contract Rights.

2.3 For purposes of the payment provisions of this Agreement, all payments to the Developer shall be made and directed to the Developer, unless otherwise directed in writing by the Developer.

3. CONVEYANCE OF IMPROVEMENTS AND REAL PROPERTY.

3.1 In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey, or cause to be conveyed by the Developer or others, as the case may be, to the District by dedication, special warranty deed, quit claim deed, easement, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the interests in real property and the Improvements from time to time and as the Improvements are completed. At least fifteen (15) days prior to the date of conveyance of any

interests in real property (pursuant to Section 3.2 and Section 3.6 below) or Improvements hereunder, the Developer shall provide the District with copies of surveys and as-built plans, if applicable, signed and sealed by the Developer's surveyor and/or engineer of record describing the Improvements and any real property, if applicable, being conveyed. At least five (5) days prior to the date of conveyance of any interests in real property pursuant to Section 3.2 and Section 3.6 hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title relating to any interests in real property and Improvements acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and Improvements being conveyed, and stating that (i) such interests in real property and Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Improvements have been obtained, and (iii) the Developer is conveying the complete interest in the Improvements to the District.

3.2 Conveyance of interests in real property. Pursuant to and as more particularly described in the Engineer's Report and as part of the Capital Improvement Plan, the Developer is required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the Capital Improvement Plan. With respect to the conveyance of the interests in real property, on the date of the closing on said property, or portions thereof, the Developer shall deliver to the District the following original documents:

- a. Special Warranty Deed, Quit Claim Deed (the "Deed") or Grant of Easement
- b. Attorney's Opinion of Title
- c. Owner's/Seller's Affidavit
- d. Bill of Sale for improvements on the property.
- e. Any necessary consent resolutions
- f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.

3.3 The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature, and the District shall have free and unencumbered access to such Improvements.

3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Bonds, and the District shall make payment for such conveyances in accordance with Section 4 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Bonds.

3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property and interests in real property, whether by deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report. Developer further agrees to convey or have conveyed, at no cost to the District, such other real property interests in District Lands from the Developer in favor of the District as determined to be necessary by District legal counsel and which permit the District to acquire, own, and operate the Capital Improvement Plan within said District Lands.

4. PAYMENT FOR IMPROVEMENTS.

4.1 After receipt by the District of funds from the net proceeds of the Bonds and in accordance with the terms of the applicable Indentures relating to the Bonds and this Agreement, the District agrees to pay the Developer upon the issuance of the Bonds from available funds for that purpose under the Indenture, as total payment for all of the Developer's and any other grantor's rights or interest in any Improvements to be conveyed to the District, an amount not more than the Purchase Price, which shall not exceed the lesser of the documented actual cost of the Improvements or the Engineer's estimated fair market value of such Improvements, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the net proceeds of the Bonds, to pay for the Improvements. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements except as provided in Section 4.1.1 below, including the impact fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indentures relating to the Bonds, the resolution or resolutions authorizing the Bonds, and the Engineer's Report. The payment of the Purchase Price shall occur in the following manner:

4.1.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2, upon proper requisition as provided by the applicable Indentures relating to the Bonds and upon certification by the Engineer and the Developer in accordance with Section 7 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in

one or more installments for each Series of Bonds, as necessary. To the extent that there are sufficient funds available from the net proceeds of the Bonds, including moneys released from the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2, the District will continue to pay the Developer from such proceeds for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2 to pay for the Improvements.

4.1.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the net proceeds of the Bonds or from the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2 to pay for the Improvements.

4.1.3 Maximum Payment. In no event shall the District pay more than the Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the available net proceeds of the Bonds, or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2 to pay for Improvements, then, the Purchase Price shall be reduced to equal the amount of remaining funds available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account as a result of satisfaction of the Release Conditions #1 and Release Conditions #2, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and real property subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements and District's payment for the same shall be in accordance with the terms of this Agreement and the applicable Indentures relating to the Bonds and with the resolution or resolutions authorizing the Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the Purchase Price for the Improvements that constitute the Capital Improvement Plan.

4.2 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 8. Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the Capital Improvement Plan is subject to the terms of the Indenture.

5. ASSIGNMENT OF CONTRACT RIGHTS. Developer hereby agrees to sell and assign or provide for the assignment to District, and District hereby agrees to purchase and take assignment of, the Contract Rights and all of Developer's rights, title and interest in, to, and under any contracts, agreements, understandings, permits and licenses relating to the Capital Improvement Plan for performance of the work contemplated by the Contract Rights. The Contract Rights, as listed in Exhibit B, include all contracts for materials construction, service, design, and maintenance and any other contracts, insurance, bonds, undertakings, agreements and understandings relating to the financing, funding, planning, acquisition, design, construction, reconstruction, equipping, installation, and maintenance of the Capital Improvement Plan, and certain easements or other

interests in property related to the Capital Improvement Plan. The Contract Rights further include the Plans (i.e., all designs, plans and specifications relating to the Capital Improvement Plan, prepared by, or on behalf of, the Developer), as well as all tests, records, licenses, permits, authorizations, and choses in action obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity, relating to the Capital Improvement Plan and the property upon which such Capital Improvement Plan will be, or have been, funded, planned, acquired, constructed, reconstructed, equipped, installed, or maintained. The parties contemplate the assignment of Contract Rights with the issuance of the Series 2026 Bonds and with the issuance of the Future Bonds, if issued by the District, consistent with proceeds made available to the District from such issuance of each Series of Bonds to fund the portion of the Capital Improvement Plan addressed and defined in the documents pertaining to each such Series of Bonds.

5.1 As a condition of the District accepting an assignment of the Contract Rights, the Engineer shall certify that the cost of the work contemplated by the Contract Rights being assigned does not exceed the Engineer's estimated value of the portion of the Capital Improvement Plan to be constructed pursuant to the Contract Rights, when such Improvements thereunder are completed in accordance with the Plans. The instrument of assignment of Contract Rights shall be in a form reasonable satisfactory to the District and shall assign all of Developer's interests in the Contract Rights, and Developer shall present and warrant that Developer has the right and power to assign the Contract Rights to the District, has received all required consents to effect such assignment, and that said instrument fully effects an assignment of the Contract Rights. It is understood that if the assignment of Contract Rights is not severable between the Capital Improvement Plan and non-public infrastructure, only the Capital Improvement Plan with respect to such Contract Rights shall be the obligation of the District.

5.2 The District shall pay the Developer for the assignment of the Contract Rights to the District an amount equal to all sums paid by or on behalf of the Developer under the Contract Rights through the date of assumption by the District, which consideration the parties agree is sufficient for such Contract Rights, and that there shall be no additional monetary consideration paid by the District to the Developer in exchange for assignment of the Contract Rights pursuant to this Agreement. As a condition of payment by the District to the Developer for the Contract Rights, the District Engineer shall first certify that any and all sums paid by or on behalf of the Developer under the Contract Rights were for the performance of work that is related to the Capital Improvement Plan and, that the Improvements related to such payments have been completed in accordance with the Plans and are in good condition and repair, and that any and all such payments by the District do not exceed the lesser of (i) the actual sums paid by or on behalf of the Developer under the Contract Rights for construction of the Capital Improvement Plan related to such payments, or (ii) the Engineer's estimate of the value of the Capital Improvement Plan related to such sums paid by or on behalf of the Developer in accordance with the terms of the Contract Rights. In no event shall the District pay the Developer pursuant to this provision for work completed on the Capital Improvement Plan which the District acquires from the Developer pursuant to Section 4 of the Agreement.

5.3 By approval and execution of this Amendment on behalf of the District, the proper District officials are hereby authorized to execute on behalf of the District such instruments of

assignment and other documentation as may be necessary to effectuate the conveyance of the Contract Rights in accordance with the terms of this Agreement, including, but not limited to, one or more Assignment and Assumption of Contract Rights instruments in a form acceptable to the District Counsel of the District.

5.4 From available proceeds of the Series 2026 Bonds or the Future Bonds, as the case may be, and in accordance with the Indenture and the Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other contracts as are necessary to complete the portion of the Capital Improvement Plan contemplated by the assigned Contract Rights. To the extent that available proceeds of the subject Series of Bonds are not sufficient to complete the work contemplated by the assigned Contract Rights, the Developer shall pay to the District within ten (10) days from demand by the District, a sum of money sufficient to complete the work contemplated by the assigned Contract Rights.

5.6 The acquisition of the Developer's rights or interest in any portion or all of the Contract Rights by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the Indenture, which are specifically incorporated herein by reference and made a part hereof.

6. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements as provided in Sections 3 and 4 above or the payment to the Developer for Contract Rights pursuant to Section 6 above, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any warranties associated with or applicable to the Improvements, but only to the extent capable by their terms of being assigned. Notwithstanding any warranty relating to the Improvements contained herein, the District acknowledges that any interests in real property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any quit claim deed, opinion of title, or title insurance commitment pertaining to the property.

7. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the Capital Improvement Plan; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals

governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2 to acquire or construct any remaining portion of the Capital Improvement Plan; (g) that each payment to be received by the Developer pursuant to this Agreement does not constitute a loan of the proceeds of the Bonds to the Developer, and (h) that all conditions set forth in the Indenture to make disbursements have been satisfied. If sufficient funds are not available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2 to acquire or construct any remaining portion of the Capital Improvement Plan, the project completion obligations of Section 8 shall be invoked and applicable. The Developer shall provide a certificate of completion signed by the Developer and the Engineer and delivered to the District for any and all completed improvements to be paid for pursuant to Section 4 above.

Final completion of the Improvements that are not the subject of Contract Rights acquired by the District is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

8. COMPLETION.

8.1 The Developer covenants that it shall cause the Improvements constituting the Capital Improvement Plan to be completed and conveyed and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements or the Capital Improvement Plan, regardless of whether the proceeds of the Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. From available proceeds of the Bonds and other available funds and in accordance with the Indenture and this Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other contracts as are necessary to complete the portion of the Improvements contemplated by the assigned Contract Rights. To the extent that available proceeds of the Bonds are not sufficient to complete the work contemplated by the assigned Contract Rights, upon demand from the District, the Developer shall pay to the District within a commercially reasonable time but no later than the time necessary to ensure the District's compliance with any payment obligations under the Contract Rights, the amount of money sufficient to complete the work contemplated by the assigned Contract Rights. Pursuant to this Agreement and the terms of the Completion Agreement of equal date herewith by and between the District and the Developer, the Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the sum of the available net proceeds of the Bonds issued by the District and from moneys from the Reserve Account(s) as result of satisfaction of the Release Conditions #1 and Release Conditions #2,

including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), for the Improvements specially benefiting the lands within the District Lands.

8.2 The Developer acknowledges that the Capital Improvement Plan Cost will exceed the amount of net proceeds anticipated to be available from the Bonds issued by the District. According to the Master Assessment Report for Woodlands Section 9 Community Development District, dated June 5, 2024 (the “2024 Master Methodology”), the Master Assessment Report for Woodlands Section 9 Community Development District, dated February 11, 2025 (the “2026 Master Methodology,” together with the 2024 Master Methodology, the “Master Methodology”), and the final First Supplemental Assessment Methodology for Special Assessment Bonds, Series 2026, dated _____, 2026 (the “2026 Supplemental Methodology”), as may be further supplemented with a supplemental assessment methodology for the Future Bonds (the “Future Supplemental Methodology”), each prepared by Governmental Management Services-South Florida, LLC, as may be further amended and supplemented by the District Board of Supervisors from time to time (collectively, the “Methodology Report”), the District will issue \$ _____ in principal amount of Series 2026 Bonds, which will provide approximately \$ _____ in available Series 2026 Bonds net proceeds to pay a portion of the Purchase Price, and with respect to the Future Bonds, if issued, the District would issue no more than \$52,000,000 in principal amount of Future Bonds .

8.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements or interests in real property from any source other than the proceeds of the Bonds issued by the District, including amounts from the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2.

9. APPLICATION OF THE INDENTURES. The acquisition of the Developer's rights or interest in any portion or all of the Capital Improvement Plan by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the applicable Indentures relating to the Bonds, which are specifically incorporated herein by reference and made a part hereof. In no case shall the cumulative price paid by the District for the Capital Improvement Plan, inclusive of the Contract Rights, exceed the lesser of Capital Improvement Plan Cost or available net proceeds from the issuance of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions #1 and Release Conditions #2.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

11. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

13. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

14. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

18. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt

service revenue collected or to be collected for payment of debt service on the Bonds issued by the District or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding. The term "Majority" shall mean more than fifty (50%) percent.

19. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

20. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

21. NO THIRD-PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than end users). Notwithstanding anything herein to the contrary, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. In addition, the Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds outstanding.

24. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every

other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements, the Contract Rights, and the real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or interests in real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

25. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages and injunctive relief and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided above and by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

26. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

27. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Woodlands Section 9 Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Woodlands Club Holdings, LLLP
2850 Tigertail Avenue, Suite 701
Miami, Florida 33133
Attn: _____

With a copy to:

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print name: _____

Address: _____

By: _____
Lindsay Foster, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Andrew Gill, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Lindsay Foster, the Chairperson of the Board of Supervisors of the Woodlands Section 9 Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Andrew Gill, Assistant Secretary of the Woodlands Section 9 Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

WOODLANDS CLUB HOLDINGS, LLLP,
a Delaware limited liability partnership

By: **13TH FLOOR WOODLANDS HB GP,**
LLC, a Delaware limited liability
company, as its General Partner

Witnesses:

By: _____
Arnaud Karsenti, Manager

Print Name

Address: _____

_____ day of _____, 2026

Print Name

Address: _____

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Arnaud Karsenti, as Manager of **13TH FLOOR WOODLANDS HBGP, LLC**, a Delaware limited liability company, as General Partner of **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

Improvements - Capital Improvement Plan

1. Stormwater Management and Drainage Facilities. All stormwater management and retention/drainage facilities for the Capital Improvement Plan, including certain earthwork, dry and wet retention facilities, curbs and gutters, storm inlets, and storm culverts throughout the development. These stormwater management and drainage facilities are more particularly described in the Engineer’s Report, dated June 5, 2024, Amended and Restated February 11, 2025, prepared by Caulfield & Wheeler, Inc., as may be further amended and supplemented from time to time by the District (collectively, the “Engineer’s Report”).
2. Water Distribution System and Sanitary Sewer System. The potable water distribution system for the Capital Improvement Plan includes, but is not limited to the water main, gate valves, fire hydrants, and appurtenant facilities, as more particularly described in the Engineer’s Report Plan. The domestic wastewater collection system for the Capital Improvement Plan includes, but is not limited to, gravity sewer mains, sewer laterals, pipes, lift stations, force mains of various sizes, as more particularly described in the Engineer’s Report.
3. Roadway/Public Right-of-Way Improvements. The roadway improvements for the Capital Improvement Plan consist of public right-of-way improvements benefitting the District Lands, including, but not limited to asphalt roadway with valley gutter curbs, roadside swales, roadway base, streetlighting, and appurtenant improvements, all as more particularly described in the Engineer’s Report.
4. Electric Distribution System – Differential Cost. The electric distribution system for the District is currently planned to be constructed underground. The Capital Improvement Plan includes the incremental cost of undergrounding for electric conduits, transformer/conduit pads, electric manholes, and related improvements required by Florida Power & Light as more particularly described in the Engineer’s Report.
5. Open Space Improvements. The open space improvements for the Capital Improvement Plan include, but are not limited to, the walking trails, passive parks, benches, equipment and other parks and recreational improvements, as well as the landscaping improvements within the public road rights-of-way, perimeter buffer fencing at the entrances and perimeter of the District, all as more particularly described in the Engineer’s Report
6. Other Improvements. Those other, appurtenant, and related public infrastructure components of the Capital Improvement Plan, as described and depicted in the Engineer’s Report.

Exhibit C

Contract Rights

1. Contractor Agreement between Developer and _____, for the _____, dated _____, 202____, and amendments and change orders thereto (collectively, the “Contract”). This Contract, initially, shall be **partially** assigned by Developer to District with respect to and to the extent it pertains to the Capital Improvement Plan **(Phase One only?)** only and to the extent the work under such Contract has been identified by the District Engineer of the District as **Phase One** of the Capital Improvement Plan Costs, in accordance with the Engineer’s Report and the Assignment and Acquisition Agreement between the Woodlands Section 9 Community Development District and Woodlands Club Holdings, LLLP, dated _____, 2026 (the “Acquisition Agreement”).

2. Any and all work product, licenses and permits necessary to construct and Plans (as defined in the Acquisition Agreement) relating to the construction of the Capital Improvement Plan, and which pertain to the Contract Rights assigned pursuant to the Acquisition Agreement.

The Contract Rights listed above are hereby incorporated into and by reference made a part of the Acquisition Agreement. The references in this Exhibit to the Engineer’s Report, Capital Improvement Plan, Phase One of the Capital Improvement Plan, or the Improvements shall be as defined in said Acquisition Agreement and in the Engineer’s Report, as the same may be amended from time to time by the District.

COMPLETION AGREEMENT

This Completion Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2026 (the “Effective Date”), by and between:

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Tamarac, Broward County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”); and

WOODLANDS CLUB HOLDINGS, LLLP, a Delaware limited liability partnership authorized to do business in the State of Florida, whose principal address is 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, and its successors, successors-in-title, and assigns (the “Developer”).

RECITALS

WHEREAS, the District was established by Ordinance No. O-2024-008, enacted by the City Commission (the “City Commission”) of the City of Tamarac, Florida (the “City”) and effective April 10, 2024 (the “Ordinance”), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the boundaries of the District; and

WHEREAS, the Developer is the developer of the 276.48 +/- acres of lands within the District, which lands are situated within the municipal limits of the City within Broward County, Florida, and are more particularly described in the Ordinance, incorporated by reference (the “District Lands”); and

WHEREAS, the lands within the District Lands are owned by the Developer, and **there have been several residential lots that have been sold to end users**; and

WHEREAS, the Developer covenants that the Developer has all necessary authority to develop the District Lands, complete the Capital Improvement Plan, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands, including, without limitation, a stormwater management system, a water distribution system, a wastewater collection system, onsite and offsite roadway improvements, open space improvements, including, but not limited to, walking trails, parks, landscaping, and entrance features, and related soft and incidental costs, including

professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer’s Report, dated June 5, 2024, Amended and Restated February 11, 2025, prepared by Caulfield & Wheeler, Inc. (the “Engineer”), as may be further amended or supplemented from time to time (collectively, the “Engineer’s Report”), and in the plans and specifications on file at the office of the District (collectively, the “Improvements” or the “Capital Improvement Plan”), which Engineer’s Report and Capital Improvement Plan plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District has imposed special assessments on the District Lands (the “Special Assessments”) to secure the financing for the acquisition and construction of a portion of the Capital Improvement Plan; and

WHEREAS, the District is issuing its \$ _____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026 (the “Series 2026 Bonds”) to finance the cost of acquisition of a portion of the Developer’s rights or interest in a portion of the Capital Improvement Plan referred to as Phase One, that provides a direct and special benefit to the District Lands, which amount of Series 2026 Bonds is less than the Capital Improvement Plan cost for Phase One estimated in the Engineer’s Report; and

WHEREAS, the District is expected to issue additional special assessment bonds in an amount not-to exceed \$52,000,000 (the “Future Bonds,” together with the Series 2026 Bonds, the “Bonds”) to finance the remainder or a portion of the remainder of the Capital Improvement Plan that provides a direct and special benefit to the District Lands, which amount of Future Bonds will be no more than the Capital Improvement Plan cost for Phase 2 as estimated in the Engineer’s Report, and which amount of Bonds will be less than the total Capital Improvement Plan cost estimated in the Engineer’s Report; and

WHEREAS, the parties acknowledge that the District is not legally bound to issue additional bonds to fund the remainder or a portion of the Capital Improvement Plan not funded by the Series 2026 Bonds or the Future Bonds; and

WHEREAS, the assessable lands within the District Lands will be subject to the Special Assessments relating to the Bonds to be issued to finance the costs of a portion of the Capital Improvement Plan that directly and specially benefit the District Lands; and

WHEREAS, the Series 2026 Bonds will be issued pursuant to a Master Trust Indenture dated as of _____ 1, 2026 (“Master Indenture”) , a First Supplemental Trust Indenture, dated as of _____ 1, 2026, while the Future Bonds will be issued pursuant to the Master Indenture and a Second Supplemental Indenture, as the same may be further supplemented from time to time (collectively, the “Indenture”), which Indenture is by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”); and

WHEREAS, the Developer and the District hereby agree that the District will be obligated to issue the Bonds to fund only a portion of the cost of the Capital Improvement Plan and the

Developer will cause the Capital Improvement Plan to be completed and conveyed to the District or otherwise provide funds to the District to cause the Capital Improvement Plan to be completed, as more fully set forth herein and will cause any real property interests associated with the Capital Improvement Plan, as described in the Engineer's Report, to be conveyed at no cost to the District; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, since the Capital Improvement Plan provides a direct and special benefit to the District Lands, it is the intent of the parties that this Agreement shall be applicable to the Bonds issued by the District.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF THE CAPITAL IMPROVEMENT PLAN.

(a) The Developer and District agree and acknowledge that the available net proceeds of the District's Series 2026 Bonds, including moneys released from the Series 2026 Reserve Account upon the satisfaction of Release Conditions #1 and Release Conditions #2, as such terms are defined in the Indenture, will provide only a portion of the funds necessary to complete Phase One of the Capital Improvement Plan. The District will issue a total of \$_____ in principal amount of Series 2026 Bonds, which will initially provide approximately \$_____ in available Series 2026 Bonds proceeds to pay for a portion of Phase One of the Capital Improvement Plan benefitting the District Lands. The remainder of the costs required to fund the Capital Improvement Plan, inclusive of Phase One and Phase Two as defined in the Engineer's Report), benefitting the District Lands shall be derived from the Future Bonds, if issued by the District, and Developer funds, as provided herein.

(b) The Developer hereby agrees, subject to the provisions of this Agreement, including subsection (d) below (i) to complete or cause to be completed or (ii) to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, in each case, those portions of the Capital Improvement Plan which remain unfunded from available net proceeds of the Bonds and from any amounts deposited pursuant to the applicable Indentures relating to the Bonds into the Acquisition and Construction Account(s) and from monies in the Reserve Account(s) as a result of satisfaction of Release Conditions #1 and Release Conditions #2, including, but not limited to, all administrative, legal, warranty, engineering, permitting, real estate acquisition costs, or other related soft costs, for the Capital Improvement Plan directly and specially benefitting the District Lands within the District (collectively, the "Remaining Improvements"), whether pursuant to

existing contracts, contracts assigned by the Developer to the District, or future contracts, and all change orders to any such contracts. The Developer has no reason to believe the Remaining Improvements will not be completed and conveyed to the District or that the Developer will not provide funds to the District to permit the Remaining Improvements to be completed. The Developer shall cause the property interests associated with each phase the Capital Improvement Plan to be conveyed to the District prior to the completion of such phase of the Capital Improvement Plan or within sixty (60) days of written demand of the District, whichever is earlier

(c) Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the proceeds of the Bonds, including monies released from the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2.

(d) The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the Developer will provide any and all portions of the Remaining Improvements not funded by net proceeds of the Bonds and the moneys released form the Reserve Account(s) upon satisfaction of the Release Conditions #1 and Release Conditions #2, as follows:

(i) The Developer shall diligently proceed to complete or cause to complete the Remaining Improvements (without regard to the estimated cost thereof set forth in the Engineer's Report) and convey such completed components of the Remaining Improvements to the District or to the County or the City, if applicable, subject to the terms of the Assignment and Acquisition Agreement of equal date herewith, between the District and the Developer and pertaining to the Capital Improvement Plan, as the same may be amended by the parties from time to time (collectively, the "Acquisition Agreement"); provided, however, when all or any portion of the Remaining Improvements are the subject of an existing District contract, whether procured or assumed by the District, then upon notice to the Developer by the District, the Developer shall promptly, in accordance with the Acquisition Agreement, provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(ii) When any portion of the Remaining Improvements are not the subject of an existing District contract, then upon notice to the Developer by the District, the Developer, within a commercially reasonable time, may request that it instead provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed those Remaining Improvements, subject to a formal determination by the District Board of Supervisors in advance that the option selected by the Developer will not adversely impact the District and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Capital Improvement Plan, including the Remaining Improvements, may change from that described in the Engineer's Report, depending upon final

design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Capital Improvement Plan shall require the prior written consent of the Trustee acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding. The term “Majority,” as used herein, shall mean more than fifty (50%) percent.

(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with the Acquisition Agreement or any other agreement or agreements governing conveyances between the Developer and the District.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (i) the issuance of the Series 2026 Bonds and the Future Bonds, if issued in the discretion of the District, as provided herein and use of available net proceeds thereof to fund the applicable portion of the Capital Improvement Plan for the District Lands and (ii) the scope, configuration, size and/or composition of the Capital Improvement Plan for the District Lands not materially changing from the Engineer’s Report, adopted by the District as of the Effective Date hereof, without the consent of the Developer; provided, however, such consent will not be necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Capital Improvement Plan is materially changed in response a requirement imposed by law or by a regulatory agency (to be understood as including any governmental action or requirement) other than the District.

(d) In the event of a conflict in a provision set forth in this Agreement and in the Acquisition Agreement, the applicable provisions of the Acquisition Agreement shall control.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.

A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notice of default must be given to the Developer by the District, and the Developer shall thereafter have a commercially reasonable time to cure the default. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by any third party.

5. AMENDMENTS.

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Completion Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be

collected for payment of debt service on the Bonds or (b) lessens Developer's obligations in this Agreement without the prior written consent of the Trustee for the Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds then outstanding.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Woodlands Section 9 Community Development District
c/o Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Woodlands Club Holdings, LLLP
2850 Tigertail Avenue, Suite 701
Miami, Florida 33133
Attn: _____

With a copy to: _____

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in

name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. THIRD PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, successors in title, and assigns (other than end users). Notwithstanding the foregoing or anything in this Completion Agreement to the contrary, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Completion Agreement and, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their receivers, trustees, successors, successors in title, and assigns.

11. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds outstanding.

12. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Completion Agreement and further agree that it shall take effect as of the date first above written.

WOODLANDS CLUB HOLDINGS, LLLP,
a Delaware limited liability partnership

By: **13TH FLOOR WOODLANDS HB GP, LLC**, a Delaware limited liability company, as its General Partner

Witnesses:

By: _____

Arnaud Karsenti, Manager

Print Name

Address: _____

_____ day of _____, 2026

Print Name

Address: _____

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Arnaud Karsenti, as Manager of **13TH FLOOR WOODLANDS HBGP, LLC**, a Delaware limited liability company, as General Partner of **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print name: _____

Address: _____

By: _____
Lindsay Foster, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Andrew Gill, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Lindsay Foster, the Chairperson of the Board of Supervisors of the Woodlands Section 9 Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Andrew Gill, Assistant Secretary of the Woodlands Section 9 Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Prepared by and return to:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Blvd., Suite 600
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT RIGHTS
RELATING TO WOODLANDS SECTION 9 PHASE ONE**

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO WOODLANDS SECTION 9 PHASE ONE** (herein, the “Assignment”) is made this ____ day of _____, 2026, by **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership authorized to do business in the State of Florida, whose principal address is 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133 (together with its successors, successors in title, and assigns, the “Developer” or the “Assignor”), in favor of the **WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351, located within the City of Tamarac (“City”) in Broward County, Florida (the “County”) (together with its successors, successors in title, and assigns, the “District” or “Assignee”).

RECITALS

WHEREAS, the District proposes to issue its \$_____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026 (the “Series 2026 Bonds”), to finance certain public infrastructure which will provide direct and special benefits to the platted residential lots (collectively, the “Lots” and individually, a “Lot”) and lands within the herein defined Subject Property within the District to be platted, all contained within certain lands owned by Assignor and described in **Exhibit “A”** attached hereto (the “Subject Property”), which will be included in a portion of the residential project referred to as “**Phase One**” (the “Project”), located within the geographical boundaries of the District; and

WHEREAS, the security for the repayment of the Series 2026 Bonds is the special assessments levied against the assessable lands within the Subject Property within the District, including platted residential Lots therein (the “2026 Special Assessments”); and

WHEREAS, the 2026 Special Assessments have been levied by the District against the assessable lands of the Subject Property within the District; and

WHEREAS, the Developer is the primary landowner of the Subject Property, while and any remaining portions of the Subject Property are owned by homebuyers, if any; and

WHEREAS, the Developer covenants that the Developer has all necessary authority to develop the Subject Property, complete the Project, and enter into this Assignment with the District; and

WHEREAS, in the event of default in the payment of the 2026 Special Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the 2026 Special Assessments as more particularly set forth herein; and

WHEREAS, if the 2026 Special Assessments are direct billed, the sole remedy available to the District would be an action in foreclosure and if the 2026 Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the 2026 Special Assessments is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District or its designee exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed (i) as fully-developed Lots conveyed to unaffiliated homebuilders or homebuyers, or (ii) with respect to any property which has been conveyed, or is in the future to be conveyed to the City, the County, the State of Florida, the District, any utility provider, any other governmental or quasi-governmental entity, any applicable homeowners' or property owners' association or other governing entity or association, as may be required by applicable permits, plats, entitlements, or regulations affecting the District, if any, for the benefit of the capital infrastructure improvements Project to be financed in part with the Series 2026 Bonds (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Project and shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the 2026 Special Assessments levied against the Subject Property owned by the Developer; provided, however, that such Assignment shall only be absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to any of the Development Rights; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Project; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Subject Property that is not a Prior Transfer, the successors-in-interest to the real property so conveyed by the Developer shall be subject to this Assignment, which shall be recorded in the Official Records of Broward County, Florida.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collateral Assignment.**

(A) Developer hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the Project (herein the “Development Rights”) as security for Assignor’s payment and performance and discharge of its obligation to pay the 2026 Special Assessments levied against the Subject Property while owned by the Developer. The Development Rights shall include the following as they pertain to the Project, but shall specifically exclude any such portion of the Development Rights which relate solely to the Lots or any property which has been conveyed by the Developer to any homebuyer, the City, County, the State of Florida, the District, any utility provider, any other homebuilder, any other governmental or quasi-governmental entity, any applicable homeowner’s association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Project, if any, or to homebuyer residents (the “Excluded Property”):

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners’ or property owners’ association covenants and documents.

(b) Engineering and construction plans and specifications for grading, open space and roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, re-use irrigation, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other improvements to the assessable property within the Subject Property (other than residential dwelling unit plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Project and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of the Subject Property.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Project or the construction of improvements on the Subject Property.

(g) Contracts and agreements with private utility providers to provide utility services to the Subject Property.

(h) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.

(i) Developer's rights as declarant under any recorded covenants, conditions and restrictions of any property owners or homeowners association with respect to the Subject Property.

(j) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the 2026 Special Assessments levied against the portion of Subject Property owned by Developer, failure of Developer to satisfy a true-up obligation, a default or failure to perform under any of the instruments or documents entered into in connection with the issuance of the Series 2026 Bonds, including but not limited to, the Assignment and Acquisition Agreement, True-Up Agreement (Phase One), and Completion Agreement of equal date herewith, or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2026 Bonds in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units; (iii) transfer of any Development Rights to the City, the County, the State of Florida, the District, any utility provider, any other governmental or quasi-governmental entity; any homeowners' or property owners' association, but only to the extent of such transfer; or (iv) transfer of fully developed Lots which have been conveyed to unaffiliated homebuilders or residential homebuyers but only as to such Lots transferred, from time to time.

3. **Warranties by Assignor.** Each Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property, or in connection with securing a construction loan from an institutional lender to finance the development of the Project on the Subject Property, Assignor has made no assignment of the Development Rights to any other person.

(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a conveyance described in Section 2 relating to Excluded Property.

4. **Covenants.** Each Assignor covenants with Assignee that during the Term (as defined herein):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.

(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Series 2026 Bonds.

(d) Assignor shall pay the 2026 Special Assessments levied against the portions of the Subject Property owned by Assignor when due.

5. **Events of Default.** Any breach of either of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be greater than thirty (30) days unless Assignee, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Default.**

(a) Upon an Event of Default, or the transfer of title to Lots or other property owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Transfer"), Assignee may, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:

(i) Perform any and all obligations of Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(ii) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(iii) Further assign any and all of the Development Rights to a third party acquiring title to the Property so acquired or any portion thereof on the District's or the bondholders' behalf.

(b) Notwithstanding the foregoing, the Assignee acknowledges and agrees that it shall not use the proceeds of the Series 2026 Bonds on any improvements necessary to reach Development Completion other than the Improvements that are part of the Project. Improvements that are outside the scope of the Project, including those improvements that are

not otherwise able to be funded or constructed by Assignee, may be funded or constructed by Assignee's designee.

(c) Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development Rights unless it chooses to do so in its sole discretion and is legally permitted to do so. Nor shall any provisions hereunder be construed to place liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development Rights.

7. **Authorization.** In the Event of Default or Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee or its designee upon written notice and request from Assignee. Any such performance in favor of Assignee or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor, but not a release of Assignor from any remaining obligations under this Assignment.

8. **Term and Termination.** In the event this Assignment does not become an absolute assignment and assumption of the Development Rights, this Assignment shall automatically terminate upon the earliest to occur of the following (the "Term"): (i) payment of the Series 2026 Bonds, plus accrued interest in full; (ii) completion of the construction and sale of all Lots within the Subject Property to homebuyers; or (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer.

9. **Third Party Beneficiaries and Direction of Remedies Upon Default.** This Assignment shall inure to the benefit of U.S. Bank Trust Company, National Association, as Trustee for the Series 2026 Bonds (the "Trustee"), and the holders of the Series 2026 Bonds and such parties are hereby deemed third party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall have the right to direct the actions of the District and select the remedies in this Assignment. The term "Majority," as used herein, shall mean more than fifty (50%) percent. The District hereby agrees that it shall not take any material action under this Assignment that would have the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2026 Bonds without the prior written consent of the Trustee, acting at the direction and on behalf of the owners of a Majority of the Series 2026 Bonds then outstanding, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. The Trustee shall not be deemed to have assumed any obligations hereunder.

10. **Amendment.** Except as provided in the next succeeding sentence and except with respect to a Partial Release of this Assignment or a Termination (each of which may be executed solely by Assignee), this Assignment may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Notwithstanding anything herein to the contrary, this Assignment may not be materially amended in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2026 Bonds without the written consent of the

Trustee for the Series 2026 Bonds, acting at the direction of the Bondholders (as defined in the Indenture for the Series 2026 Bonds) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

11. **Notices.** All notices, requests, consents and other communications required or permitted under this Assignment shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Woodlands Section 9 Community Development District
c/o Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Woodlands Club Holdings, LLLP
2850 Tigertail Avenue, Suite 701
Miami, Florida 33133
Attn: _____

With a copy to: _____

Except as otherwise provided in this Assignment, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Assignment would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as

a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

WOODLANDS CLUB HOLDINGS, LLLP, a Delaware limited liability partnership

By: **13TH FLOOR WOODLANDS HB GP, LLC**, a Delaware limited liability company, as its General Partner

Witnesses:

By: _____
Arnaud Karsenti, Manager

Print Name

Address: _____

_____ day of _____, 2026

Print Name

Address: _____

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Arnaud Karsenti, as Manager of **13TH FLOOR WOODLANDS HBGP, LLC**, a Delaware limited liability company, as General Partner of **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

ASSIGNEE:

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print name: _____

Address: _____

By: _____
Lindsay Foster, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Andrew Gill, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Lindsay Foster, the Chairperson of the Board of Supervisors of the Woodlands Section 9 Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Andrew Gill, Assistant Secretary of the Woodlands Section 9 Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

ALL OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT PARCELS, A, B, C, D, E, F, G, H, H, I, J, L, M, AND N, TRACTS R-1 THROUGH R-11, INCLUSIVE, TRACTS C-1, C-2 AND C-3 AND TRACT L-1, AND FURTHER LESS AND EXCEPT THOSE PORTIONS INCLUDED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 5337, PAGE 607, OFFICIAL RECORDS BOOK 12713, PAGE 821 AND OFFICIAL RECORDS BOOK 38923, PAGE 1547, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE NORTHEAST FOUR ACRES OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID WOODLANDS COUNTRY CLUB PLAT S. 1°30'19" E., A DISTANCE OF 361.43 FEET; THENCE S.89°32'22"W., A DISTANCE OF 482.24 FEET; THENCE N.01°30'19"W. TO THE NORTH LINE OF SAID WOODLANDS COUNTRY CLUB PLAT, A DISTANCE OF 361.43 FEET; THENCE N.89°32'22"E. ALONG SAID NORTH LINE, A DISTANCE OF 482.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF TRACT 16, OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14; THENCE SOUTH 89°33'54" WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROCK ISLAND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 20692, PAGE 980 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°30'28" EAST, A DISTANCE OF 33.99 FEET; THENCE, SOUTH 00°13'28" WEST, A DISTANCE OF 38.29 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°33'54" WEST, A DISTANCE OF 608.96 FEET; THENCE, NORTH 01°30'23" WEST, A DISTANCE OF 72.29 FEET; THENCE, NORTH 89°33'54" EAST, A DISTANCE OF 610.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 276.478 ACRES, MORE OR LESS.

SAID LANDS LYING AND BEING IN SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

RETURN TO:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

**DECLARATION OF CONSENT TO JURISDICTION OF
THE WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT
(PHASE ONE)**

The undersigned entity, **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership authorized to do business in the State of Florida, whose principal address is 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133 (the “Developer”), is the owner and developer of those certain lands which are described in Exhibit A attached hereto (the “District Lands”) located within the boundaries of the Woodlands Section 9 Community Development District (the “District”) in Tamarac, Broward County, Florida. The Developer, intending that the Developer, and its respective successors, successors-in-title, and assigns shall be legally bound by this Declaration, hereby declare, acknowledge and agree as follows:

1. The District is, and has been at all times, on and after April 10, 2024, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Developer acknowledges that: (a) the petition filed with the City Commission (the “City Commission”) of the City of Tamarac (the “City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2024-008 enacted and effective April 10, 2024, was duly enacted by the City Commission in compliance with all applicable requirements of law; and (d) all members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 10, 2024.

2. The Developer, on behalf of itself, its successors, successors-in-title, and assigns, hereby confirm and agree that the special assessments (the “2026 Special Assessments”) imposed by Resolutions 2024-13, 2024-14, and 2024-22, duly adopted by the Board of Supervisors of the District (the “Board”) on June 5, 2024, June 5, 2024, and August 13, 2024, respectively (the “Assessment Resolutions”), the Master Assessment Methodology Report for Woodlands Section 9 Community Development District, dated June 5, 2024, the Master Assessment Report for Woodlands Section 9 CDD, dated February 11, 2025, and the Final Supplemental Assessment Methodology Report for Woodlands Section 9 Community Development District, dated _____, 2026, each prepared by Governmental Management Services-South Florida, LLC, as the same may be further amended and supplemented from time to time by the District Board of Supervisors in connection with the issuance of the Bonds, as later defined, and all proceedings undertaken by the District with respect thereto have been in

accordance with applicable Florida law, that the District has taken all actions necessary to date to levy and impose the 2026 Special Assessments, and the 2026 Special Assessments are legal, valid and binding first liens upon the District Lands co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles and claims, until paid.

3. The Developer, on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby confirms and agrees that 2026 Special Assessments are due and payable on the due date and in the manner established by the District.

4. The Developer, on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the 2026 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the 2026 Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the 2026 Special Assessments.

5. The Developer hereby expressly acknowledges, represents and agrees that (i) the 2026 Special Assessments, the Assessment Resolutions, the terms of the Assignment and Acquisition Agreement, Completion Agreement, the True-Up Agreement (Phase One), the Collateral Assignment and Assumption of Development Rights Relating to Woodlands Section 9 Phase One, and this Declaration of Consent to Jurisdiction, all dated _____, 2026, and which the Developer will enter into with the District, all of which pertain to the District's proposed issuance of its \$_____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026 (the "Bonds") or securing payment thereof, are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the 2026 Special Assessments or claims of invalidity, deficiency or unenforceability of the 2026 Special Assessments and Financing Documents, the Improvements and the benefit thereof to the District Lands, or any portions thereof (and the Developer hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Developer expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Developer's default, and agrees that (1) the 2026 Special Assessments are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) the Developer expressly waives and relinquishes any argument, claim or defense that the Developer may have regarding the District's collection of the 2026 Special Assessments.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the 2026 Special Assessments is available from Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE THE DEVELOPER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES, WHATEVER FORM) TAKING TITLE TO ALL OR ANY PART OF THE DISTRICT LANDS, AND ITS SUCCESSORS IN INTEREST, WHETHER OR NOT THE DISTRICT LANDS IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. SECTIONS 1, 2, AND 5 ABOVE SHALL NOT BE DEEMED TO BE APPLICABLE TO HOMEBUYERS/END USERS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ANY PARTY TO THIS DECLARATION AS TO THE TRUTH OR ACCURACY OF THE MATTERS SET FORTH IN SECTIONS 1, 2, OR 5(i) OF THIS DECLARATION. HOMEBUYERS AND END-USERS ACQUIRING PROPERTY AFTER THE RECORDING OF THIS DECLARATION OF CONSENT ARE BOUND BY THE TERMS OF PARAGRAPH 4 HEREOF. THIS DECLARATION IS INTENDED TO BE A WAIVER AS AGAINST ANY PARTY DEEMED TO HAVE PROVIDED THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED IN THIS DECLARATION AND SUCH PARTIES HEREBY WAIVE ANY DEFENSE AS TO VALIDITY, LEGALITY AND ENFORCEMENT AGAINST SUCH PARTY AS TO THE MATTERS CONTAINED IN THIS DECLARATION.

Effective the ____ day of _____, 2026.

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WOODLANDS CLUB HOLDINGS, LLLP, a Delaware limited liability partnership

By: **13TH FLOOR WOODLANDS HB GP, LLC**, a Delaware limited liability company, as its General Partner

Witnesses:

By: _____
Arnaud Karsenti, Manager

Print Name

Address: _____

_____ day of _____, 2026

Print Name

Address: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Arnaud Karsenti, as Manager of **13TH FLOOR WOODLANDS HBGP, LLC**, a Delaware limited liability company, as General Partner of **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

DISTRICT LANDS

ALL OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT PARCELS, A, B, C, D, E, F, G, H, H, I, J, L, M, AND N, TRACTS R-1 THROUGH R-11, INCLUSIVE, TRACTS C-1, C-2 AND C-3 AND TRACT L-1, AND FURTHER LESS AND EXCEPT THOSE PORTIONS INCLUDED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 5337, PAGE 607, OFFICIAL RECORDS BOOK 12713, PAGE 821 AND OFFICIAL RECORDS BOOK 38923, PAGE 1547, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE NORTHEAST FOUR ACRES OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID WOODLANDS COUNTRY CLUB PLAT S. 1°30'19" E., A DISTANCE OF 361.43 FEET; THENCE S.89°32'22"W., A DISTANCE OF 482.24 FEET; THENCE N.01°30'19"W. TO THE NORTH LINE OF SAID WOODLANDS COUNTRY CLUB PLAT, A DISTANCE OF 361.43 FEET; THENCE N.89°32'22"E. ALONG SAID NORTH LINE, A DISTANCE OF 482.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF TRACT 16, OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14; THENCE SOUTH 89°33'54" WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROCK ISLAND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 20692, PAGE 980 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°30'28" EAST, A DISTANCE OF 33.99 FEET; THENCE, SOUTH 00°13'28" WEST, A DISTANCE OF 38.29 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°33'54" WEST, A DISTANCE OF 608.96 FEET; THENCE, NORTH 01°30'23" WEST, A DISTANCE OF 72.29 FEET; THENCE, NORTH 89°33'54" EAST, A DISTANCE OF 610.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 276.478 ACRES, MORE OR LESS.

SAID LANDS LYING AND BEING IN SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

PREPARED BY AND AFTER RECORDING
RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

TRUE-UP AGREEMENT (PHASE ONE)

This True-Up Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2026 (the “Effective Date”), by and between:

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Tamarac, Broward County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”); and

WOODLANDS CLUB HOLDINGS, LLLP, a Delaware limited liability partnership authorized to do business in the State of Florida, whose principal address is 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, and its successors, successors-in-title, and assigns (the “Developer”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Ordinance No. O-2024-008, enacted by the City Commission of the City of Tamarac (the “Ordinance”) for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community within the boundaries of the District; and

WHEREAS, the Developer is the primary developer of certain lands comprised of approximately **276.48**+/- gross acres located within the boundaries of the District and within the City of Tamarac (the “City”) in Broward County (the “County”), Florida, which lands are described in the Ordinance (the “District Lands”), and in the Engineer’s Report and the Assessment Methodology, each as later defined; and

WHEREAS, the lands within the District Lands are owned by the Developer and **there have been several residential lots that have been sold to end users**; and

WHEREAS, the District Lands are legally described in Exhibit A, attached hereto and made a part hereof; and **[VERIFY LEGAL]**

WHEREAS, the Developer covenants that the Developer has all necessary authority to develop the District Lands, complete the Capital Improvement Plan, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the lands within District Lands to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands within the boundaries of the District, including, without limitation, stormwater management system, a water distribution system, a wastewater collection system, onsite and offsite roadway improvements, open space improvements, including, but not limited to, walking trails, parks, landscaping, and entrance features; and related soft and incidental costs, including professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer’s Report, dated June 5, 2024, Amended and Restated February 11, 2025, prepared by Caulfield & Wheeler, Inc. (the “Engineer”), as may be amended or supplemented from time to time (the “Engineer’s Report”), and in the plans and specifications on file at the office of the District (collectively, the “Improvements” or the “Capital Improvement Plan”), which Engineer’s Report and Capital Improvement Plan plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the Capital Improvement Plan is divided into two phases, Phase One and Phase 2, as more particularly described in the Engineer’s Report and the Assessment Methodology; and

WHEREAS, the District has imposed and levied non-ad valorem special assessments (the “2026 Special Assessments”) on the assessable acreage of the District Lands, to secure financing for the acquisition and construction of the Phase One of the Capital Improvement Plan directly and specially benefitting the District Lands, as described in the Engineer’s Report and has validated special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Phase One of the Capital Improvement Plan; and

WHEREAS, the District has imposed and levied 2026 Special Assessments against the assessable acreage of the district Lands in accordance with the provisions of Chapters 170, 190 and 197, Florida Statutes, for purposes of paying certain \$ _____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026, as described in the Assessment Methodology, as later defined (collectively, the “Series 2026 Bonds”) to be issued pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the owner of the District Lands, is responsible for the payment of the all taxes and assessments on the District Lands, including the 2026 Special Assessments; and

WHEREAS, the District has accepted and utilized the provisions of the Master Assessment Report for Woodlands Section 9 CDD, dated June 5, 2024 (the “2024 Master Methodology”), the Master Assessment Report for Woodlands Section 9 CDD, dated February 11, 2025 (The “2025 Master Methodology,” together with the 2024 Master Methodology, the “Master Methodology”), and the final First Supplemental Assessment Methodology for Special Assessment Bonds, Series 2026, dated _____, 2026 (the “Supplemental Methodology”), describing the assessment allocation for the 2026 Special Assessments levied in connection with the Series 2026 Bonds to be issued by the District, with the Master Methodology and the Supplemental Methodology having been prepared by Governmental Management Services-South Florida, LLC, as such may be

amended and further supplemented from time to time, incorporated by specific reference thereto and made a part hereof (collectively, the “Assessment Methodology”); and

WHEREAS, the 2026 Special Assessments are initially levied on all 276.48 +/- gross acres comprising the District Lands, and as individual residential lots within the District Lands are identified by legal description and sold to homebuyers , the 2026 Special Assessments will be assigned to the first 174 platted lots in the Development, as defined in the Indenture, as later defined herein, on a first platted/first sold, first assigned basis in accordance with the Supplemental Methodology; and

WHEREAS, the District relies upon and intends to utilize the true-up analysis and mechanism set forth in section 3.0 of the Supplemental Methodology; and

WHEREAS, the District and the Developer agree pursuant to the terms of this Agreement to provide, if required, for certain payments to the District in accordance with the true-up analysis and mechanism referenced above and further described herein; and

WHEREAS, unless otherwise defined herein, all capitalized terms shall be as defined in the Assessment Methodology and the Indenture, as applicable, which Indenture is collectively defined as the Master Trust Indenture dated as of _____ 1, 2026 and the First Supplemental Trust Indenture dated as of _____ 1, 2026 (collectively, the “Indenture”), each between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and as such Indenture may be further amended and supplemented from time to time.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars from the District to the Developer and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. TRUE-UP PROVISIONS.

(a) As stated in the Assessment Methodology, the allocation of debt is a continuous process until the development plan associated with the Series 2026 Bonds and Phase One of the Capital Improvement Plan, constituting the 174 single-family residential units to be developed within a portion of the District Lands, as described in Table 1 of the Supplemental Methodology (the “Development Plan”), is completed. Prior to , until, and as each of the first 174 lots/units within the District Lands are platted or identified by legal description and conveyed to end users (the “Assigned Property”), the initial 2026 Special Assessments shall be levied by the District on an equal per acre basis to all other acreage of the District Lands.

(b) The true-up mechanism under this Agreement applies to the District Lands. As lands of the District Lands that are benefitted by the Capital Improvement Plan are developed, the allocation of costs and benefit for Phase One of the Capital Improvement Plan is based on an

estimated number and type of dwelling units within the District Lands for the Development Plan that are developed into Assigned Property, as shown and described in Table 4 to the Supplemental Methodology.

(c) The Supplemental Methodology, particularly section 2.1, section 2.2, Table 2, Table 4, and Table 5 therein, allocates the benefit to the different categories of improvements that constitute Phase One of the Capital Improvement Plan, utilizing various measures based upon the estimated number and type of residential units (174) that are directly and specially benefited by Phase One of the Capital Improvement Plan and constitute Assigned Property. Correspondingly, consistent with section 3.0 of the Supplemental Methodology, the District must allocate a portion of its debt over the District Lands according to the Supplemental Methodology. In addition, the District must prevent any buildup of debt on Unassigned Properties, which are defined as gross acres that have not been assigned the 2026 Special Assessments through the sale to a homebuyer of a unit individually identified by legal description. To prevent the buildup of debt on the Unassigned Properties, the District shall perform a true-up test to ensure that each of the 174 residential units constituting the Development Plan is assessed no more than the pro rata amount (based on total Phase One Capital Improvement Plan costs allocated and the total allocation of par debt) of a maximum annual debt service for the particular type of residential unit, as described in Table 4 and Table 5 of the Supplemental Methodology, and to determine potential remaining assessable residential units or lands (the Unassigned Properties) within the District Lands that have not been or will not be developed.

(d) The true-up test shall be as follows:

(i) Based on the Development Plan for the District Lands, the District has fairly and reasonably allocated the benefit and will assign the debt across the various unit types based on the equivalent residential unit (“ERU”) factor attributable to each residential unit type, in this case all single family units, as described in section 2.1 through section 2.3, Table 4, and Table 5 of the Supplemental Methodology.

Notwithstanding that which is set forth above and in the Supplemental Methodology, if future platting, filing a declaration of condominium, or site plan or land use change results in significant changes in land use or proportion of benefit per acre, the allocation methodology of the Assessment Methodology may no longer be applicable and the District may determine, in its discretion, to revise the allocation methodology.

In accordance with Table 3 and Table 5 of the Supplemental Methodology, based on a Series 2026 Bond size of \$ _____ at an average interest rate of _____%, the annual assessment revenue for the Series 2026 Bonds will be approximately \$ _____, which has NOT been grossed up to include the 1% County Tax Collector fee, the 1% County Property Appraiser fee, and 4% discount for early payment of taxes (“Maximum Annual Debt Service”).

(iii) Until and as the first 174 lots/units become Assigned Property or until initial plat approval or recording or declaration of condominium, the debt associated with the Capital Improvement Plan is initially distributed across the Unassigned Properties of the District Lands on an equal acreage basis across the **276.48**+/- gross acres of the District

Lands, as shown in Table 6 and Table 7 of the Supplemental Methodology. The first 174 lots/units become Assigned Properties are assessed on a first platted or first assigned basis in the manner described in the Supplemental Methodology. As Development Plan continues to be implemented, the 2026 Special Assessments will be assigned to the first 174 platted lots or lots conveyed to end users in the Development, as defined in the Indenture, on a first platted, first assigned basis in accordance with the Supplemental Methodology. For purposes of the Series 2026 Bonds, prior to and as each of the first 174 lots/units become Assigned Property, based on a Series 2026 Bond size of \$ _____, each acre of land of remaining Unassigned Properties in the District will be assessed in accordance with Table 7 of the Supplemental Methodology.

(iv) In accord with section 3.0 of the Assessment Methodology, a true-up test shall be performed whenever Unassigned Property becomes Assigned Property. At that time when Unassigned Properties become Assigned Properties, the District must allocate the portion of the debt attributed to the benefitting real property according to the Supplemental Methodology and the ERU factors and allocations set forth above. The District shall also determine the amount of anticipated annual assessment revenue that remains on the Unassigned Properties.

(v) If the total anticipated assessment revenue from the 2026 Special Assessments to be generated from the Assigned Property and from the Unassigned Property is greater than or equal to the Maximum Annual Debt Service for the Series 2026 Bonds as set forth in the Supplemental Methodology and as defined in Section 2(d)(ii) above, then no debt reduction payment must be made and no true-up payment is required.

(vi) However, if at any time any true-up test calculation results in the total anticipated assessment revenue from the 2026 Special Assessments to be generated from the Assigned Property and from the Unassigned Property being less than the Maximum Annual Debt Service pertaining to the Series 2026 Bonds, then, within ten (10) days following its receipt of written notice from the District or the District Manager on behalf of the District that a true-up payment is due, the Developer, must make a debt reduction prepayment (including accrued interest) to the District in an amount sufficient to retire an amount of the Series 2026 Bonds then outstanding such that the par amount of the outstanding Series 2026 Bonds plus accrued interest is at a level that can be supported by the new maximum annual debt service based on the change in the Development Plan (the "Adjusted Maximum Debt Service").

(e) Correspondingly, consistent with section 3.0 of the Assessment Methodology, whenever any plat, re-plat, declaration of condominium, site plan, or revision thereof is submitted to the applicable local governing authority and which changes the product types or product mix of the Development Plan over the District Lands and as described in Tables 4 and 5 of the Supplemental Methodology, a true-up test shall be performed. Not later than fifteen (15) days after the date the plat, re-plat, declaration of condominium, site plan, or revision thereof is submitted to the applicable governing authority, the Developer shall inform the District of such proposed change in the Development Plan. Any payment resulting from such true-up test would be due to the District within ten (10) days of the plat, re-plat, declaration of condominium, site plan, or revision being

approved by the local government entity reviewing the same or when the change in Development Plan is implemented, whichever is sooner.

(f) In the event that additional land not currently subject to the 2026 Special Assessments levied by the District is developed in such a manner as to receive direct and special benefits from the Capital Improvement Plan described herein, it will be necessary for the District to re-apply the methodology for allocating the 2026 Special Assessments to include such parcels. The additional land will, as a result of re-applying the assessment methodology of the Assessment Methodology, then be allocated an appropriate share of the 2026 Special Assessments while all currently assessed parcels will receive a relative reduction in their assessments. This pro-rata adjustment shall still provide the same amount of revenue from such Special Assessments necessary for repayment of the Series 2026 Bonds.

(g) Additionally, at the time of approval of a final plat or re-plat pertaining to the portion of the District Lands being developed pursuant to the Development Plan, if any debt associated with the Series 2026 Bonds remains unallocated, then the Developer shall make a payment to the District sufficient to retire all remaining unallocated debt, which payment shall include accrued interest.

(h) If the Developer transfers ownership of the District Lands, or any portion thereof, said District Lands will maintain the allocated number of and types of units in the Development Plan described in Table 4 and Table 5 of the Assessment Methodology. If the Development Plan is changed or said District Lands, or portions thereof are subdivided, or platted or re-platted, impacted by the recording of a declaration of condominium, or site plan or revision, the true-up test will be performed and the Developer shall be jointly and severally responsible to make the debt reduction payment described herein after calculation of the true-up.

(i) The Developer shall not transfer any portion of the District Lands to any third party other than (a) platted and fully-developed lots to homebuilders and/or homebuyers, or (b) portions of the District Lands exempt from assessments to Broward County, the City, the District, or other governmental agencies, except in accordance with Section 2(h)(ii) below. Any transfer of any portion of the District Lands pursuant to this Section 2(h)(i) shall terminate this Agreement as to such portion of the District Lands and constitute an automatic release of such portion of the District Lands from the scope and effect of this Agreement. Any violation of this provision by the Developer shall constitute a default under this Agreement.

(ii) The Developer shall not transfer any portion of the District Lands to any third party, except as permitted by Section 2(h)(i) above, without making any debt reduction payment (plus accrued interest) that results from a true-up tests analysis that will be performed by the District prior and as a condition to such transfer (“Transfer Condition”). Any transfer that is consummated pursuant to this Paragraph 2(h)(ii) shall operate as a release of the Developer from their its obligations under this Agreement as to such portion of the District Lands that is subject to such transfer, but only to the extent arising from and after the date of such transfer and satisfaction of the Transfer Condition, and the transferee shall be deemed to have assumed the Developer’s obligations in accordance herewith and shall be deemed the “Developer” from and after such transfer for all purposes as to such portion of

the District Lands so transferred. Any violation of this provision by the Developer shall constitute a default under this Agreement.

(k) If the Developer proposes to transfer or transfers any portion of the District Lands on which 2026 Special Assessments are imposed to a unit of local, state or federal government, or similarly exempt entity (without the consent of that entity to the imposition of the 2026 Special Assessments thereon), all future unpaid 2026 Special Assessments for such transferred portion of the District Lands shall become due and payable to the District immediately prior to such transfer without further action of the District.

(l) All obligations of the Developer described in this Section 2 shall constitute a lien on the Subject Property until paid in full.

3. VALIDITY OF ASSESSMENTS. The Developer agree that the 2026 Special Assessments are legal, valid and binding liens on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal and school board taxes. The Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2026 Special Assessments.

4. PREPAYMENT WAIVER. The Developer, on behalf of itself and its respective successors and assigns, including homebuyers, covenants and agrees that it shall not exercise any right pursuant to Section 170.09, Florida Statutes, or any other law or other source of rights to pre-pay 2026 Special Assessments, without interest, within the thirty days after the Capital Improvement Plan has been completed and the District Board of Supervisors has adopted a resolution accepting the Capital Improvement Plan, and such right is hereby deemed waived.

5. COMPLETE UNDERSTANDING. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise.

6. AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties. If either party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Series 2026 Bonds or (b) lessens Developer's obligations in this Agreement without the prior written consent of the Trustee for the Series 2026 Bonds, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. The term "Majority," as used herein, shall mean more than fifty (50%) percent.

7. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid),

return receipt requested, to the following addresses:

District: Woodlands Section 9 Community Development District
c/o Governmental Management Services-South Florida, LLC
5385 Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Woodlands Club Holdings, LLLP
2850 Tigertail Avenue, Suite 701
Miami, Florida 33133
Attn: _____

With a copy to: _____

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

9. CONTROLLING LAW. This Agreement shall be construed under the laws of the State of Florida.

10. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

11. REMEDIES. A default by any party under the Agreement, including, but not limited to, the failure of the Developer to make a true-up payment as required by Section 2 of this Agreement, shall entitle the others to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on the District Lands, or portion thereof, owned by the Developer, as applicable, and located within the District.

12. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

13. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than end users). Notwithstanding the foregoing or anything in this Agreement to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the holders of the Series 2026 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer and the District, their respective heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

16. CONSTRUCTION OF TERMS. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

17. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

18. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written approval of the other party, which approval shall not unreasonably be withheld; provided, however, the Developer may not assign its respective duties or obligations under this Agreement except in accordance with the terms of Section 2(h) above. This Agreement, including, without limitation, all true-up obligations hereunder, shall constitute a covenant running with the title to the District Lands, binding upon the Developer, and their respective successors and assigns as to the District Lands or portions thereof, except as expressly provided in Section 2(h) above.

19. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

20. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

21. COVENANT AND RECORDATION. The Developer, as landowner, agrees that the obligations imposed upon it by this Agreement are valid and enforceable and shall be covenants running with the lands described in Exhibit A hereto, which exhibit is again incorporated herein by reference, creating an obligation and one which is binding upon their respective successor owners and assigns. The District shall record this Agreement in the Public Records of Broward County, Florida, against the lands so described.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this True-Up Agreement and further agree that it shall take effect as of the Effective Date first above written.

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print name: _____

Address: _____

By: _____
Lindsay Foster, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Andrew Gill, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Lindsay Foster, the Chairperson of the Board of Supervisors of the Woodlands Section 9 Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Andrew Gill, Assistant Secretary of the Woodlands Section 9 Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

WOODLANDS CLUB HOLDINGS, LLLP,
a Delaware limited liability partnership

By: **13TH FLOOR WOODLANDS HB GP,**
LLC, a Delaware limited liability
company, as its General Partner

Witnesses:

By: _____
Arnaud Karsenti, Manager

Print Name

Address: _____

_____ day of _____, 2026

Print Name

Address: _____

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Arnaud Karsenti, as Manager of **13TH FLOOR WOODLANDS HBGP, LLC**, a Delaware limited liability company, as General Partner of **WOODLANDS CLUB HOLDINGS, LLLP**, a Delaware limited liability partnership. He is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

LEGAL DESCRIPTION – DISTRICT LANDS

ALL OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT PARCELS, A, B, C, D, E, F, G, H, H, I, J, L, M, AND N, TRACTS R-1 THROUGH R-11, INCLUSIVE, TRACTS C-1, C-2 AND C-3 AND TRACT L-1, AND FURTHER LESS AND EXCEPT THOSE PORTIONS INCLUDED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 5337, PAGE 607, OFFICIAL RECORDS BOOK 12713, PAGE 821 AND OFFICIAL RECORDS BOOK 38923, PAGE 1547, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE NORTHEAST FOUR ACRES OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID WOODLANDS COUNTRY CLUB PLAT S. 1°30'19" E., A DISTANCE OF 361.43 FEET; THENCE S.89°32'22"W., A DISTANCE OF 482.24 FEET; THENCE N.01°30'19"W. TO THE NORTH LINE OF SAID WOODLANDS COUNTRY CLUB PLAT, A DISTANCE OF 361.43 FEET; THENCE N.89°32'22"E. ALONG SAID NORTH LINE, A DISTANCE OF 482.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF TRACT 16, OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14; THENCE SOUTH 89°33'54" WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROCK ISLAND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 20692, PAGE 980 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°30'28" EAST, A DISTANCE OF 33.99 FEET; THENCE, SOUTH 00°13'28" WEST, A DISTANCE OF 38.29 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°33'54" WEST, A DISTANCE OF 608.96 FEET; THENCE, NORTH 01°30'23" WEST, A DISTANCE OF 72.29 FEET; THENCE, NORTH 89°33'54" EAST, A DISTANCE OF 610.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 276.478 ACRES, MORE OR LESS.

SAID LANDS LYING AND BEING IN SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**LIEN OF RECORD OF THE
WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT (PHASE ONE)**

Notice is hereby given this ____ day of _____, 2026 that the Woodlands Section 9 Community Development District (the “District”), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the “Act”), enjoys a governmental lien of record on the property referred to as the District Lands, as described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District’s lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of \$_____ Woodlands Section 9 Community Development District Special Assessment Bonds, Series 2026. For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351
954-721-8681

**THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021,
FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE
FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print name: _____

Address: _____

By: _____
Lindsay Foster, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Andrew Gill, Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Lindsay Foster, the Chairperson of the Board of Supervisors of the Woodlands Section 9 Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Andrew Gill, Assistant Secretary of the Woodlands Section 9 Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION – DISTRICT LANDS

ALL OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT PARCELS, A, B, C, D, E, F, G, H, H, I, J, L, M, AND N, TRACTS R-1 THROUGH R-11, INCLUSIVE, TRACTS C-1, C-2 AND C-3 AND TRACT L-1, AND FURTHER LESS AND EXCEPT THOSE PORTIONS INCLUDED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 5337, PAGE 607, OFFICIAL RECORDS BOOK 12713, PAGE 821 AND OFFICIAL RECORDS BOOK 38923, PAGE 1547, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE NORTHEAST FOUR ACRES OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF WOODLANDS COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID WOODLANDS COUNTRY CLUB PLAT S. 1°30'19" E., A DISTANCE OF 361.43 FEET; THENCE S.89°32'22"W., A DISTANCE OF 482.24 FEET; THENCE N.01°30'19"W. TO THE NORTH LINE OF SAID WOODLANDS COUNTRY CLUB PLAT, A DISTANCE OF 361.43 FEET; THENCE N.89°32'22"E. ALONG SAID NORTH LINE, A DISTANCE OF 482.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF TRACT 16, OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF OF FORT LAUDERDALE TRUCK FARMS SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 14; THENCE SOUTH 89°33'54" WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROCK ISLAND ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 20692, PAGE 980 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°30'28" EAST, A DISTANCE OF 33.99 FEET; THENCE, SOUTH 00°13'28" WEST, A DISTANCE OF 38.29 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°33'54" WEST, A DISTANCE OF 608.96 FEET; THENCE, NORTH 01°30'23" WEST, A DISTANCE OF 72.29 FEET; THENCE, NORTH 89°33'54" EAST, A DISTANCE OF 610.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 276.478 ACRES, MORE OR LESS.

SAID LANDS LYING AND BEING IN SECTION 14, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**WOODLANDS SECTION 9
COMMUNITY DEVELOPMENT DISTRICT**

PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

Maritza Stonebraker, CPA, Director

DATE OF PROPOSAL:

February 26, 2026

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

February 26, 2026

Woodlands Section 9 Community Development District
Governmental Management Services
5385 N. Nob Hill Road
Sunrise, FL 33351

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Woodlands Section 9 Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Woodlands Section 9 Community Development District. We will provide you with top quality, responsive service.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Woodlands Section 9 Community Development District
February 26, 2026

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. Maritza Stonebraker is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Woodlands Section 9 Community Development District.

Very truly yours,

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 70 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and for St. Lucie County for over 34 years. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 100 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 32 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	7
Managers (1 CPA)	2
Senior/Supervisor Accountants (1 CPA)	3
Staff Accountants	8
Paraprofessional	6
Administrative	<u>6</u>
Total – all personnel	32

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Woodlands Section 9 Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

Au-C Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 70 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 33 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Florida Green Finance Authority
Jeff Walker, Special District Services
(561) 630-4922

Gateway Services Community
Development District
Stephen Bloom, Inframark LLC
(954) 753-5841

South Village Community Development District
Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community
Development District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community
Development District

Vizcaya in Kendall
Development District

TSR Community Development
District

Waterset North Community
Development District

Turnbull Creek Community
Development District

Westside Community Development
District

Twin Creeks North Community
Development District

WildBlue Community Development
District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community
Development District

Willow Hammock Community
Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District
Healthy Start Coalition

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board
Indian River School District – Internal Accounts

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,300 for the year ended September 30, 2025, \$4,500 for the years ending September 30, 2026 and 2027 and \$4,700 for the years ending September 30, 2028 and 2029. In addition, if a bond issuance occurs there will be an additional fee for each additional bond. The fee is contingent upon the financial records and accounting systems of Woodlands Section 9 Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Woodlands Section 9 Community Development District as of September 30, 2025, 2026, 2027, 2028 and 2029. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 31 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 14 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Director – 12 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American Institute of Certified Public Accountants
- ◆ Member of the Florida Institute of Certified Public Accountants
- ◆ Affiliate member of the Government Finance Officers Association

Professional Experience

- ◆ Accountant with over 10 years of experience providing professional services to nonprofit and governmental entities.
- ◆ Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Director – 10 years

Education

- ◆ Indian River State College, B.S. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American Institute of Certified Public Accountants
- ◆ Member of the Florida Institute of Certified Public Accountants
- ◆ Affiliate of the Government Finance Officers Association

Professional Experience

- ◆ Maritza launched her professional auditing career at Berger, Toombs, Elam, Gaines, & Frank, accumulating over 9 years of expertise in the field
- ◆ Performed over 300 audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with 2 CFR Part 200 Subpart F, Uniform Guidance, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Director – 12 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association

Professional Experience

- ◆ Over 10 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Herman has been involved in all phases of the audits listed on the preceding pages.

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments. He has attended courses in those areas over the last two years such as:
 - Governmental Accounting Report and Audit Update
 - Annual Update: Government Accounting Reporting and Auditing
 - Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 34 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience
--

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

Non-Profits:

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Senior Accountant – 14 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Manager – 11 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Tifanee Terrell, CPA

Senior Accountant – 5 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
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Dylan Dixon

Senior Accountant – 4 years

Education

- ◆ Indian River State College, B.S. – Accounting
- ◆ Florida Gulf Coast University, M.S. – Accounting

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Brennen Moore

Staff Accountant – 3 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Katie Gifford

Staff Accountant – 2 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
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Rayna Zicari

Staff Accountant – 2 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
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Deandre McFadden

Staff Accountant – 1 year

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. McFadden participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



6930 Gall Boulevard
Suite 200
Zephyrhills, FL 33542

813.788.2155
DGPerry.com

Report on the Firm's System of Quality Control

December 4, 2025

To the Partners of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.

DG Perry



Independent Audit Service Proposal



2385 NW Executive Center Dr.
Boca Raton, FL 33431

rmcintoshcpa.com

Prepared for Woodlands Community Development District

Prepared By:
McIntosh CPA

February 26, 2026

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Transmittal Letter



February 26, 2026

Board of Supervisors
Woodlands Community Development District
Broward County

McIntosh CPA is pleased to submit this proposal to provide annual auditing services for the Woodlands Community Development District (the "District"). Our firm specializes in auditing services for governmental entities, including special districts, ensuring compliance with Florida Statutes, Government Auditing Standards (Yellow Book), and the requirements set forth by the Florida Auditor General. We are a Woman & Minority Business certified by the State of Florida.

While the firm is new, the managing partner has been providing auditing services to special districts for over 18 years and has an impeccable reputation among former clients. With this experience and knowledge, we are uniquely qualified and ready to assist the District with the audit services needed. We are confident that we will not only provide the services required but exceed expectations.

We understand the importance of accountability and fiscal responsibility in government operations. Our audit methodology is designed to provide an efficient, thorough, and collaborative review process while minimizing disruption to your daily operations. Additionally, we are committed to maintaining open communication and delivering clear, actionable recommendations to support the District's financial integrity and operational efficiency.

We have an established reputation for delivering high-quality, timely, and efficient audits. With our extensive experience, we are confident in our ability to provide the District with the highest level of professional service. We acknowledge that this proposal is valid for ninety (90) days following submission.

We thank you for the opportunity to provide a proposal and look forward to working with the District's team. Please do not hesitate to contact Racquel McIntosh at 2385 NW Executive Center Dr., Suite 100, Boca Raton FL 33431, 561-981-6282, or mcintoshcpa@outlook.com with any questions.

Sincerely,

McIntoshCPA

Racquel McIntosh, CPA
Founder & Managing Partner

Statement of Understanding and Scope of Work

The Woodlands Community Development District requires independent audit services for the fiscal years ending September 30, 2025, with an option for four additional one-year renewals. Our firm understands that the audit must comply with:

- Chapter 218.39, Florida Statutes
- Florida Auditor General's Rules
- Government Auditing Standards (Yellow Book)
- Licensure under Chapter 473

The audit will include an examination of the District's financial records, internal controls, and compliance with applicable laws and regulations.

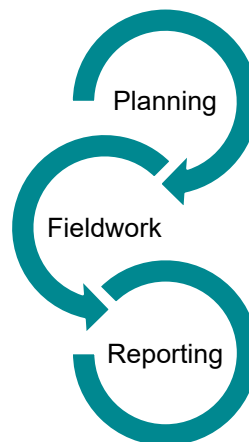
AUDIT TIMELINE

We recognize the importance of adhering to the District's annual audit deadline and are fully committed to ensuring a timely and efficient audit process. Racquel McIntosh will be responsible for the firm meeting the required deadline. Our team will strategically plan and execute the audit to ensure that the draft and auditor's reports are completed well in advance of the deadline, allowing ample time for review and discussion. Additionally, we will maintain open communication throughout the engagement to address any concerns promptly and ensure a smooth and seamless audit experience.

SCOPE OF WORK

- Conduct an independent audit in accordance with Government Auditing Standards
- Evaluate internal controls and compliance with Florida statutes
- Issue audited financial statements with findings and recommendations
- Report to the Board of Supervisors on the audit findings
- Provide ongoing support for financial and compliance questions

The audit will be performed in the three phases below;



AUDIT PLANNING

This is the most critical part of an audit, as a well planned audit determines the flow and efficiency for the entire audit. Planning consists of the following segments:

Obtain an understanding of the District – we will gain an understanding of the District in order to perform risk assessment for the various segments of the audit. It involves reviewing the policies and procedures, documenting the internal controls of the District, including compliance requirements, and making an initial assessment of inherent risk in order to determine the preliminary risk of material misstatement to the financial statements. It also includes gaining an understanding of the District's IT environment and how that affects financial reporting.

IT Assessment – we will discuss with management and document the District's IT infrastructure, including; general controls over the network and the accounting software, and specific controls within the accounting software. We will also discuss access, backups, disaster recovery, and virus protection. These discussions will assist in determining if the IT infrastructure is adequate to reduce any material financial statement misstatements.

Preliminary analytics – current vs prior year review of accounts to determine and document causes for fluctuations.

Risk Assessment - Used in conjunction with other planning items above to dictate further audit procedures.

FIELDWORK

Based on the risk assessment results from planning, a combination of analytical procedures, detail test of transactions, and use of audit confirmations will be applied by the auditor.

Analytical procedures – these will consist of revenue and expenditure variances from the prior year, variances with the budget, calculating revenue expectations, and reviewing trend analysis for anomalies.

Test of details – these will consist of tracing and vouching transactions to and from the accounting records. Will also include testing bond compliance.

Audit confirmations – these will be sent to attorneys, tax collector, bond trustees, and other entities as deemed necessary.

REPORTING

Once the fieldwork has been completed, a draft of the financial statements along with all related audit reports will be prepared for management's review. McIntosh CPA utilizes a memo to management regarding findings and recommendations not deemed significant and therefore not included in any of the audit reports. The memo will detail the observation and provide a recommendation for corrective action. No management response is required since it will not be presented in any audit report. Before a finding is reported in the audit report, a determination is made as to why the issue occurred and whether it was a one-time occurrence. We ensure that reporting items in the audit report are necessary and that recommendations are cost beneficial.

For all three phases above, if deficiencies or discrepancies are identified, management will be informed immediately to give them a chance to research and provide additional information or put corrective measures in place.

Qualifications and Experience

INDEPENDENCE

We affirm that McIntosh CPA is independent with respect to the District. We meet the independence standards of Generally Accepted Auditing Standards and the U.S. Government Accountability Office’s *Government Auditing Standards*.

FIRM QUALIFICATIONS

- Licensed under Chapter 473, Florida Statutes
- Over 18 years of experience auditing governments
- Demonstrated expertise in auditing special districts and financials
- Strong track record of timely report delivery and responsiveness

The services as outlined in the statement of understanding will be overseen by Racquel McIntosh CPA, who brings 18 years of exemplary service in the government auditing and accounting industry. In her previous role, she was an audit partner providing auditing services to municipalities and special districts throughout the State of Florida and was in charge of audit quality for the firm. In addition, she assisted clients with internal policy review, internal control best practices and implementation, and assisted with implementation of accounting software and accounting standards.

Further, she has met the educational requirements for CPAs set forth under Florida Statutes and the Government Auditing Standards (Yellow Book) issued by the Government Accountability Office (GAO). See next page for resume.

Value-Added Service

In addition to providing audit services for the District, Racquel provides an annual training session for the District accounting staff which will include; reviewing items found in the previous year’s audit, accounting treatment for certain transactions, how to respond to auditor inquiry, how to analyze financial statements, and new accounting standards and regulations applicable to the upcoming audit year.

REFERENCES

Below are three districts that the engagement partner has worked on with the named management companies. In total, the engagement partner oversaw and worked on over 200 CDDs.

CATALINA AT WRINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT	Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT	Meritus 2005 Pan Am Circle, Suite 300 Tampa, FL 33607
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT	Inframark 210 N University Drive Coral Springs, FL 33071



RACQUEL MCINTOSH

CPA

561-981-6282

mcintoshcpa@outlook.com

Racquel McIntosh, CPA

2385 NW Executive Center
Dr. Suite 100, Boca Raton FL

EDUCATION

Masters of Accounting
Florida Atlantic University
2004

Bachelor of Arts B.B.A
Major: Accounting & Finance
Florida Atlantic University
2003

INDUSTRIES

Governments

Non-profits

MEMBERSHIPS

AICPA

CSDA

FASD

FICPA

FGFOA

FASD Board Member/Presenter

FICPA SLG Committee Member

Profile

Racquel has been providing auditing and consulting services to governments and non-profits for over 18 years. Her in-depth knowledge of government/non-profit compliance requirements, regulations, accounting principles and audit methodologies provides clients with the highest service quality delivered with the utmost integrity.

Experience

- Oct 2023- Present
McIntosh CPA
Founder & Managing Partner
- 2014 - 2023
Grau & Associates
Audit Partner
- 2011 - 2013
Grau & Associates
Audit Manager
- 2009 - 2011
Grau & Associates
Audit Senior
- 2005 - 2009
Grau & Associates
Audit Staff

Collaborations

In addition to external audits, Racquel has assisted clients with implementing new accounting standards and State legislation, switching ERP systems, improving internal controls via new policies and procedures, providing education via webinars/seminars, and providing guidance to management.

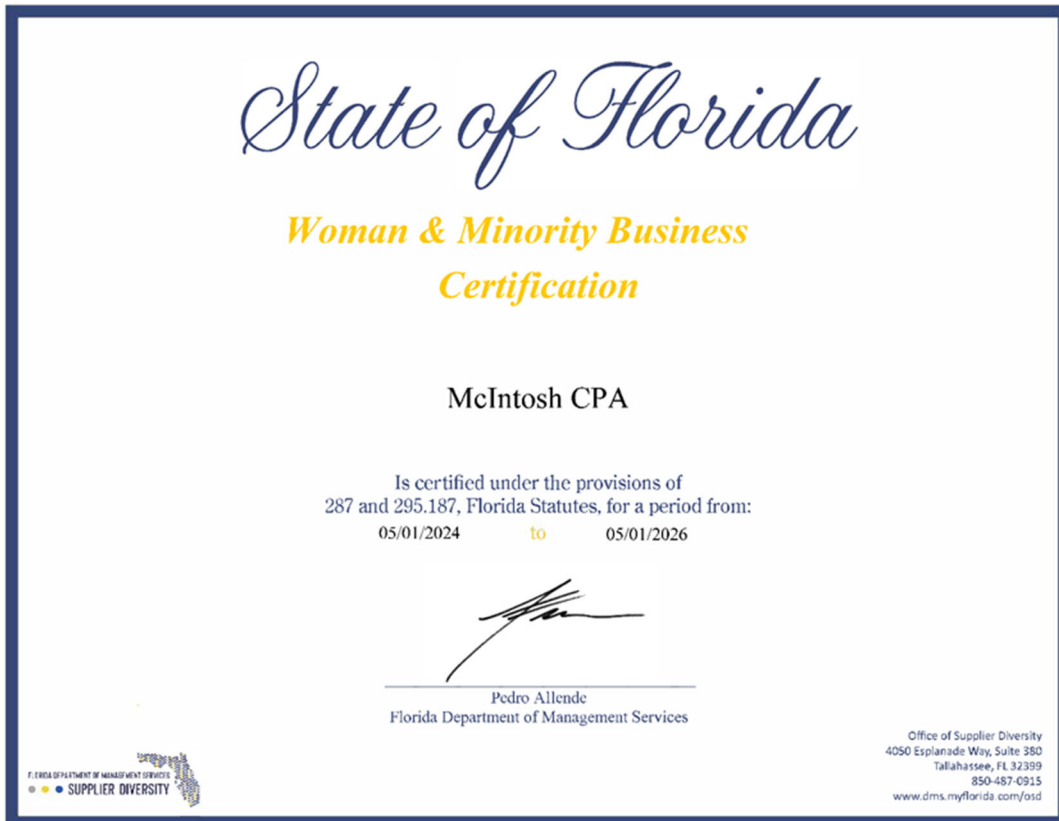
Schedule of Fees

Below are the all-inclusive fees for the District's annual financial statement audit

Fiscal Year	Proposed Fee
2025	\$4,500
2026	\$4,600
2027	\$4,700
2028	\$4,800
2029	\$4,900

The above fees are based on the District not issuing additional Bonds in any of the fiscal years. If Bonds are issued, then fees will be adjusted.

Appendix



***Woodlands Section 9
Community Development District
Agenda
Landowners Meeting***

**Tuesday
November 3, 2026
4:00 p.m.**

**699 N Federal Hwy
Suite 450
Fort Lauderdale, FL, 33304**

1. Call to Order
2. Election of a Chairman for the Purpose of Conducting the Landowners Meeting
3. Determination of Number of Voting Units Represented
4. Nominations for the Position of Supervisors
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

OFFICIAL BALLOT
WOODLANDS SECTION 9
COMMUNITY DEVELOPMENT DISTRICT
BROWARD COUNTY, FLORIDA
LANDOWNERS MEETING –NOVEMBER 3, 2026

For Interval Elections (3 Supervisors): The two candidates receiving the most votes will each receive a four (4) year term; the recipients of the next highest vote count will receive a two (2) year term.

The undersigned certifies that they are the fee simple owner or proxy holder of the landowner (proxy form attached) of the land described in the attachment hereto, which land lies within the boundaries of the **Woodlands Section 9 Community Development District;**

*****LEGAL DESCRIPTION OF PROPERTY ATTACHED*****

and cast their vote(s) for the following:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____ (Seat 3)	_____
2. _____ (Seat 4)	_____
3. _____ (Seat 5)	_____

Dated: _____

Signed: _____

Name: _____

LANDOWNER PROXY
LANDOWNERS MEETING – November 3, 2026

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT
BROWARD COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints:

Proxy Holder

for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the [Woodlands Section 9 Community Development District](#) to be held [on November 3, 2026 at 4: 00 PM at 699 N Federal Hwy, Suite #450, Fort Lauderdale, Florida 33304](#), and at any continuances or adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Print or type name of Landowner
(or, if applicable, authorized representative of Landowner)

Date

Signature of Landowner, or Landowner Representative

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes*</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(must be street address, tax parcel ID number, or
Legal description attached)

Total Number of Authorized Votes: _____

* Pursuant to section 190.006(2)(b), Florida Statutes (2007), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

Please note that a particular real property is entitled to only one vote for each eligible acre of lands or fraction thereof; two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.). If more than one parcel, each must be listed or described.

WOODLANDS SECTION 9 COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

Prepared By:



June 5, 2024

Amended and Restated on

February 11, 2025

Revised on

February 17, 2026

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1) INTRODUCTION

The Woodlands Section 9 Community Development District (the “District” or the “CDD”) is located entirely within the City of Tamarac, Florida (the “City”), Broward County, Florida (the “County”). The CDD was established under City Ordinance No. 2024-008 which was approved by the City of Tamarac City Commission on second reading on April 10, 2024. It is located east of NW 64th Avenue, north of NW 44th Street, west of Rock Island Road and south of West Commercial Boulevard within the Woodlands Country Club. The District is a single-family residential community containing approximately 276.48 acres. The District will consist of various size single-family (SF) units with open space areas and associated infrastructure for the development.

This report includes cost estimates for the necessary public infrastructure required to serve the District. The District will own and operate the stormwater management system, water distribution system, wastewater collection system, roadway improvements (on-site and off-site), open space improvements including but not limited to walking trails, parks, landscaping, and entrance features, and relative soft and incidental costs. The Master Developer is 13th Floor Woodlands HB GP, LLC, a Delaware limited liability company (“Developer”). The approved land use for the development is Low (5) Residential for the single-family portion and Commercial Recreation for the open space portion of the development. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, County, the South Florida Water Management District (“SFWMD”), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Table 4.2 of this report.

The Capital Improvement Plan (the “CIP”) described in this Engineer’s Report reflects the present intentions of the District. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting and implementation phases, and that that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 - Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	43.01
Residential Land (Single-Family Lots)	51.59
Roadways Infrastructure & Public Facilities	27.78
Open Space Improvements	154.10
TOTAL	276.48 ac

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb and other roadside inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (watermains, gravity lines and manholes, force mains, and lift stations) will be dedicated to the City for ownership and maintenance upon completion.

2) PURPOSE AND SCOPE

The District previously approved an Engineer's Report dated June 5, 2024 setting forth, among other things, the estimated costs of the CIP. Subsequent to that report, the estimated costs of the CIP increased. This report amends and restates such original report to set forth the costs of the CIP as a result of the incremental increase in costs of each component of the CIP.

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed and acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

This report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Preparation of detailed site construction plans and specifications is ongoing but have yet to be finalized and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3) THE DEVELOPMENT

The development will consist of residential single-family units and associated infrastructure. The development is a planned residential community consisting of approximately 276.48 acres located east of NW 64th Avenue, north of NW 44th Street, west of Rock Island Road and south of West Commercial Boulevard within the Woodlands Country Club. It is located entirely within the City in the County. The land use and zoning for the development is Low (5) Residential for the single-family portions and Commercial Recreation for the open space portions. It is estimated that the development will be constructed over a three (3) year period. A proposed timeline for the construction of the proposed District Improvements is reflected in Table 3.1 below.

Table 3.1 – Proposed Timetable for Construction of District Improvements

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS		
DESCRIPTION	START DATE	COMPLETION DATE
Stormwater Management System	March 2026	May 2027
Water Distribution System	June 2026	June 2028
Wastewater Collection System	May 2026	June 2028
Roadway Improvements (On-Site & Off-Site)	August 2026	July 2028
Open Space Improvements	August 2026	June 2028

4) CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadway improvements built to an approved roadway typical section, water and sewer infrastructure, including lift stations, and off-site improvements (including turn lanes, entry features, and extension of water and sewer mains to serve the development). The development is anticipated to be constructed in phases. Table 4.1 reflects the proposed facilities and funding, operation and maintenance and ownership for each item. These CIP costs during each anticipated phase are summarized in Table 4.2 below.

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall and connect into the various existing on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the lift stations (and associated lift station upgrades) serving the development. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District.

The open space improvements, consisting of, but not limited to, landscaping, trails and parks, will have connectivity via sidewalks to the other portions of the District and Woodlands Country Club. These open space areas will be open to the public and accessible by the public roadways and sidewalks.

Table 4.1 – Proposed Facilities and Services

PROPOSED FACILITIES AND SERVICES			
FACILITY	FUNDED BY	OPERATION & MAINTENANCE	OWNERSHIP
Stormwater Management System	District	District	District
Water Distribution System	District	City	City
Wastewater Collection System	District	City	City
Roadway Improvements (On-Site & Off-Site)	District	District	District
Open Space Improvements	District	District	District

Table 4.2 - Engineers Estimated Opinion of Capital Costs

ENGINEERS ESTIMATED OPINION OF PROBABLE COST				
DESCRIPTION	AMOUNT			
DEVELOPMENT COSTS				
	PHASE 1	PHASE 2	PHASE 3	TOTAL
Stormwater Management System	\$10,563,241	\$3,931,309	\$6,252,329	\$20,746,879
Water Distribution System	\$3,120,234	\$1,161,254	\$1,846,851	\$6,128,339
Wastewater Collection System	\$4,600,263	\$1,712,075	\$2,722,872	\$9,035,210
Roadway Improvements (On-Site & Off-Site)	\$9,039,132	\$3,364,083	\$5,350,217	\$17,753,432
Open Space Improvements	\$6,383,827	\$2,375,862	\$3,778,555	\$12,538,244
TOTAL CAPITAL IMPROVEMENT ESTIMATE	\$33,706,697	\$12,544,583	\$19,950,824	\$66,202,104

Note: Cost Estimate is based upon the most available data as of 2025.

5) CAPITAL IMPROVEMENT PLAN COMPONENTS

The following sections describe the proposed capital infrastructure improvement projects that are anticipated to be acquired and/or constructed by the District:

A. Stormwater Management System

A stormwater management system consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater management system will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management system are regulated by the City, County and SFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Nos. 12011C0353H and 12011C0361H dated 08/18/2014 show that portions of the District area lie within designated AE and AH Floodzones. Floodplain compensation will be provided with the proposed improvements to ensure no net encroachment of the floodplain. All proposed structures will be at or above the FEMA established Base Flood Elevation plus 1-foot of freeboard.

During the construction of the stormwater management system, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

B. Roadway Improvements

The proposed public roadway improvements include a 24-foot wide asphalt roadway with 2-foot valley gutter curbs on either one or both sides along 50-foot rights-of-way. Some sections of roadway will be without curb with roadside swales for stormwater collection and conveyance. The proposed roadway improvements will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed roadways improvements will also include signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and the public. The District's funding of roadway construction will occur for all public roadways.

The District will provide funding for the anticipated turn lanes and entry features at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in approximately three (3) years. Upon completion, the improvements required inspections will be completed and final certifications of completions will be obtained from SFWMD, Florida Department of Transportation ("FDOT"), the County, FDEP (water distribution and wastewater collection systems), and the City.

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding for the electric conduits, transformer/cabinet pads, and electric manholes required by Florida Power & Light ("FPL"), with FPL providing underground electrical service to the development.

C. Water Distribution and Wastewater Collection Systems

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the City. The water distribution system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District. A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. The wastewater collection system includes lift stations. Flow from the lift stations shall be connected to proposed force mains of various sizes that will pump to existing force mains and existing sewer manholes that will connect to the County's wastewater treatment facility. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

D. Open Space Improvements

The District will provide funding for open space improvements including walking trails, passive parks throughout the development, which will include benches and exercise equipment.

Landscaping, irrigation, entry features, and fencing/walls where required as a buffer at the entrances and along the outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal road rights-of-way within the CDD. Perimeter fencing will be provided at the site entrances and perimeters

where required as a buffer. These items will be funded, owned, and maintained by the CDD.

E. Miscellaneous

The stormwater improvements, landscaping and irrigation, open space improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to provide a direct and special benefit to all the developable real property within the District. The construction and maintenance of the proposed public improvements will provide a direct and special benefit to the lands within the development for the intended use as a single-family/residential planned development.

F. Permitting

Construction permits for all phases are required and include plan approvals from the SFWMD, FDOT, FDEP, City, and County. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District. The permits necessary for the construction of the CIP have either been obtained or are reasonably expected to be obtained in the ordinary course.

Table 5.1 – Required Agency Permits

REQUIRED AGENCY PERMITS	
AGENCY	STATUS
City of Tamarac Land Development Permit	Earthwork/Lake Excavation - Approved/Received
	Pod Engineering – Submitted/In Review
City of Tamarac Utility Department	Submitted/In Review
Broward County Surface Water (SFWMD)	Approved/Received
Florida Department of Transportation Access	Submitted/In Review
Florida Department of Environmental Protection NPDES	Approved/Received
Broward County Health Department	City Engineering/Utility Approval Required prior to Submittal

6) RECOMMENDATION

As previously described, the public infrastructure, as described, is necessary for the development and functional operation as required by the City. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of City of Tamarac, Broward County and SFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SFWMD, FDEP, County, and City regulations.

7) REPORT MODIFICATION

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or

revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8) SUMMARY AND CONCLUSION

The public infrastructure improvements as outlined herein are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. The development's construction is based upon current development plans.

9) ENGINEER'S CERTIFICATION

Based on the information presented in this report, it is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will provide a direct and special benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land to be owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County, surrounding Counties and the City. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements directly and specially benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Woodlands Section 9 Community Development District.

Sincerely,
Caulfield & Wheeler, Inc.

Ryan D. Wheeler, P.E.
Vice President
Florida License No. 71477

Woodlands Section 9

Community Development District

Funding Request #12
March 10, 2026

PAYEE		GENERAL FUND	
1	Billing, Cochran, Lyles, Mauro & Ramsey, PA		
	Inv# 196256 - General Counsel (Nov 2025)	\$	500.00
	Inv# 196678 - General Counsel (Dec 2025)	\$	840.00
	Inv# 197107 - General Counsel (Jan 2026)	\$	500.00
2	GMS-South Florida, LLC		
	Inv# 23 - Management Fees & Expenses (Dec 2025)	\$	3,303.03
	Inv# 24 - Management Fees & Expenses (Jan 2026)	\$	3,440.59
	Inv# 25 - Management Fees & Expenses (Feb 2026)	\$	3,166.66
TOTAL		\$	11,750.28

Please make check payable to:

Woodlands Section 9 Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

BILLING COCHRAN, P.A.
LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150

WOODLANDS SECTION 9 CDD
GOVERNMENTAL MANAGEMENT SERVICES
5385 NORTH NOB HILL ROAD
SUNRISE FL 33351

Page: 1
11/30/2025
Account No: 1193-24109M
Statement No: 196256

Attn: PATTI POWERS

WOODLANDS SECTION 9 CDD

Fees

Monthly minimum billing for general/routine legal services provided for in CDD Engagement Letter, including, but not limited to:
Communications with District Manager and District Staff re: routine operations of the CDD;
Communications with State and local government agencies re: CDD matters, requests for information, audits, etc.; Update and maintain CDD records, notices, filings, etc.; Review miscellaneous correspondence re: CDD; Scheduling matters involving the CDD and Agendas re: Meetings of Board of Supervisors; Monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; Reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD

For Current Services Rendered	500.00
Previous Balance	\$2,190.00
Total Current Work	500.00
Balance Due	<u>\$2,690.00</u>

PLEASE MAKE CHECKS PAYABLE TO
BILLING COCHRAN, P.A.
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT
IRS NO. 59-1756046

BILLING COCHRAN, P.A.
 LAS OLAS SQUARE, SUITE 600
 515 EAST LAS OLAS BOULEVARD
 FORT LAUDERDALE, FLORIDA 33301
 (954) 764-7150

WOODLANDS SECTION 9 CDD
 GOVERNMENTAL MANAGEMENT SERVICES
 5385 NORTH NOB HILL ROAD
 SUNRISE FL 33351

Page: 1
 12/31/2025
 Account No: 1193-24109M
 Statement No: 196678

Attn: PATTI POWERS

WOODLANDS SECTION 9 CDD

Fees

		Hours		
12/02/2025				
GEW	RECEIPT AND REVIEW CORRESPONDENCE FROM DISTRICT MANAGER	0.20		
MJP	RECEIPT AND REVIEW OF AGENDA PACKAGE FOR 12/9/25 MEETING OF BOARD OF SUPERVISORS	0.50		
MJP	RECEIPT AND REVIEW OF FURTHER CORRESPONDENCE FROM DISTRICT MANAGER	0.10		
12/09/2025				
MJP	PREPARE FOR, TRAVEL AND ATTEND BOARD OF SUPERVISORS MEETING	1.00		
12/22/2025				
MJP	CORRESPONDENCE TO ANDREW GILL, JULIANA DUQUE AND JENNIFER MCCONNELL	0.20		
12/23/2025				
GEW	RECEIPT, REVIEW AND REPLY TO CORRESPONDENCE FROM LINDSEY FOSTER WITH ATTACHMENT	0.30		
GEW	TELEPHONE CONFERENCE WITH LINDSEY FOSTER	0.20		
MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM JENNIFER MCCONNELL WITH ATTACHMENT	0.30		
	For Current Services Rendered	2.80		840.00

Recapitulation

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
GINGER E. WALD	PARTNERS	0.70	\$300.00	\$210.00
MICHAEL J. PAWELCZYK	PARTNERS	2.10	300.00	630.00
Previous Balance				\$2,690.00
Total Current Work				840.00

WOODLANDS SECTION 9 CDD

Page: 2
12/31/2025
Account No: 1193-24109M
Statement No: 196678

WOODLANDS SECTION 9 CDD

Payments

12/29/2025	PAYMENT RECEIVED - THANK YOU	-500.00
12/29/2025	PAYMENT RECEIVED - THANK YOU	-690.00
12/29/2025	PAYMENT RECEIVED - THANK YOU	-500.00
12/29/2025	PAYMENT RECEIVED - THANK YOU	-500.00
	Total Payments	<u>-2,190.00</u>
	Balance Due	<u>\$1,340.00</u>

PLEASE MAKE CHECKS PAYABLE TO
BILLING COCHRAN, P.A.
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT
IRS NO. 59-1756046

BILLING COCHRAN, P.A.
LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150

WOODLANDS SECTION 9 CDD
GOVERNMENTAL MANAGEMENT SERVICES
5385 NORTH NOB HILL ROAD
SUNRISE FL 33351

Page: 1
01/31/2026
Account No: 1193-24109M
Statement No: 197107

Attn: PATTI POWERS

WOODLANDS SECTION 9 CDD

Fees

Monthly minimum billing for general/routine legal services provided for in CDD Engagement Letter, including, but not limited to:
Communications with District Manager and District Staff re: routine operations of the CDD;
Communications with State and local government agencies re: CDD matters, requests for information, audits, etc.; Update and maintain CDD records, notices, filings, etc.; Review miscellaneous correspondence re: CDD; Scheduling matters involving the CDD and Agendas re: Meetings of Board of Supervisors; Monitoring litigation matters, receiving and processing all notices, service of process, etc., as Registered Agent of the CDD; Reviewing and reporting upon changes in legislation and regulatory measures affecting the CDD

For Current Services Rendered	500.00
Previous Balance	\$1,340.00
Total Current Work	500.00
Balance Due	<u>\$1,840.00</u>

PLEASE MAKE CHECKS PAYABLE TO
BILLING COCHRAN, P.A.
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT
IRS NO. 59-1756046

GMS - SO FLORIDA, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 23**Invoice Date:** 12/1/25**Due Date:** 12/1/25**Case:****P.O. Number:****Bill To:**Woodlands Section 9 CDD
5385 N. Nob Hill Rd
Sunrise, FL 33351

Description	Hours/Qty	Rate	Amount
Management Fees		3,000.00	3,000.00
Computer Time		83.33	83.33
Website Administration		83.33	83.33
Postage and Delivery		1.48	1.48
Tribune 7890935		134.89	134.89

Total \$3,303.03**Payments/Credits** \$0.00**Balance Due** \$3,303.03

GMS - SO FLORIDA, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 24**Invoice Date:** 1/1/26**Due Date:** 1/1/26**Case:****P.O. Number:****Bill To:**Woodlands Section 9 CDD
5385 N. Nob Hill Rd
Sunrise, FL 33351

Description	Hours/Qty	Rate	Amount
Management Fees		3,000.00	3,000.00
Computer Time		83.33	83.33
Website Administration		83.33	83.33
Tribune 7907774		126.55	126.55
Tribune 7907764		146.64	146.64
Postage and Delivery		0.74	0.74

Total \$3,440.59**Payments/Credits** \$0.00**Balance Due** \$3,440.59

GMS - SO FLORIDA, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 25
Invoice Date: 2/1/26
Due Date: 2/1/26
Case:
P.O. Number:**Bill To:**Woodlands Section 9 CDD
5385 N. Nob Hill Rd
Sunrise, FL 33351

Description	Hours/Qty	Rate	Amount
Management Fees		3,000.00	3,000.00
Computer Time		83.33	83.33
Website Administration		83.33	83.33
Total			\$3,166.66
Payments/Credits			\$0.00
Balance Due			\$3,166.66

Woodlands Section 9
Community Development District

Unaudited Financial Reporting
February 28, 2026



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1	<hr/>	<u>Balance Sheet</u>
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4	<hr/>	<u>Month to Month</u>

Woodlands Section 9
Community Development District
Combined Balance Sheet
February 28, 2026

		<i>General Fund</i>
Assets:		
Cash:		
Operating Account	\$	4,177
Due from Developer		12,250
Total Assets	\$	16,427
Liabilities:		
Accounts Payable	\$	12,250
Due to Developer		-
Total Liabilities	\$	12,250
Fund Balance:		
Unassigned		(21,823)
Total Fund Balances	\$	4,177
Total Liabilities & Fund Balance	\$	16,427

Woodlands Section 9
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Developer Contributions	\$ 1,145,225	\$ 477,177	\$ 20,592	\$ (456,585)
Total Revenues	\$ 1,145,225	\$ 477,177	\$ 20,592	\$ (456,585)
Expenditures:				
<u>General & Administrative:</u>				
Engineering	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Attorney	12,000	5,000	2,840	2,160
Annual Audit	5,000	2,083	-	2,083
Assessment Administration	2,500	1,042	-	1,042
Arbitrage Rebate	550	229	-	229
Dissemination Agent	2,500	1,042	-	1,042
Trustee Fees	5,000	2,083	-	2,083
Management Fees	36,000	15,000	15,000	-
Information Technology	1,000	417	417	0
Website Maintenance	1,000	417	417	0
Telephone	200	83	-	83
Postage & Delivery	750	313	2	310
Insurance General Liability	6,500	6,500	5,000	1,500
Printing & Binding	1,000	417	-	417
Legal Advertising	2,000	833	408	425
Other Current Charges	750	313	286	27
Dues, Licenses & Subscriptions	175	175	175	-
Contingency	1,000	417	-	417
Total General & Administrative	\$ 87,925	\$ 40,529	\$ 24,544	\$ 15,985

Woodlands Section 9
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Field Management Fees	\$ 63,000	\$ 26,250	\$ -	\$ 26,250
Security	111,000	46,250	-	46,250
Fire and Security System Monitoring	500	208	-	208
Telephone	10,800	4,500	-	4,500
Water and Sewer	19,000	7,917	-	7,917
Electric	105,000	43,750	-	43,750
Pest Control	12,000	5,000	-	5,000
Other Maintenance	10,000	4,167	-	4,167
Irrigation Pumps Maintenance	30,000	12,500	-	12,500
Community Landscape Maintenance	336,000	140,000	-	140,000
Field Mowing Services for Open Spaces	108,000	45,000	-	45,000
Annuals Rotations	10,000	4,167	-	4,167
Fertilization	38,000	15,833	-	15,833
Pruning/Trimming/Clean Up/Tree Removals	22,000	9,167	-	9,167
Lake Maintenance	42,000	17,500	-	17,500
Fountain Maintenance	14,000	5,833	-	5,833
Drainage Maintenance	26,000	10,833	-	10,833
Road Maintenance	20,000	8,333	-	8,333
Pressure Cleaning	36,000	15,000	-	15,000
Electrical Repair	28,000	11,667	-	11,667
Gate Repairs	16,000	6,667	-	6,667
Subtotal Field Expenditures	\$ 1,057,300	\$ 440,542	\$ -	\$ 440,542
Total Operations & Maintenance	\$ 1,057,300	\$ 440,542	\$ -	\$ 440,542
Total Expenditures	\$ 1,145,225	\$ 481,071	\$ 24,544	\$ 456,526
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (3,894)	\$ (3,952)	\$ (59)
Net Change in Fund Balance	\$ -	\$ (3,894)	\$ (3,952)	\$ (59)
Fund Balance - Beginning	\$ -		\$ 8,130	
Fund Balance - Ending	\$ -		\$ 4,177	

Woodlands Section 9
Community Development District
 Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ -	\$ -	\$ 12,145	\$ 8,447	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,592
Total Revenues	\$ -	\$ -	\$ 12,145	\$ 8,447	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,592
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	500	1,000	840	500	-	-	-	-	-	-	-	-	2,840
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,000	3,000	3,000	3,000	3,000	-	-	-	-	-	-	-	15,000
Information Technology	83	83	83	83	83	-	-	-	-	-	-	-	417
Website Maintenance	83	83	83	83	83	-	-	-	-	-	-	-	417
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	-	1	-	1	-	-	-	-	-	-	-	-	2
Insurance General Liability	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	-	135	273	-	-	-	-	-	-	-	-	408
Other Current Charges	55	54	58	60	59	-	-	-	-	-	-	-	286
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	\$ 8,897	\$ 4,222	\$ 4,200	\$ 4,000	\$ 3,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,544
Operations & Maintenance													
Field Expenditures													
Field Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire and Security System Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Water and Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Pumps Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Landscape Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Mowing Services for Open Spaces	-	-	-	-	-	-	-	-	-	-	-	-	-
Annuals Rotations	-	-	-	-	-	-	-	-	-	-	-	-	-
Fertilization	-	-	-	-	-	-	-	-	-	-	-	-	-
Pruning/Trimming/Clean Up/Tree Removals	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fountain Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Road Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Gate Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 8,897	\$ 4,222	\$ 4,200	\$ 4,000	\$ 3,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,544
Excess (Deficiency) of Revenues over Expenditures	\$ (8,897)	\$ (4,222)	\$ 7,945	\$ 4,447	\$ (3,226)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,952)
Net Change in Fund Balance	\$ (8,897)	\$ (4,222)	\$ 7,945	\$ 4,447	\$ (3,226)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,952)