

FISH LAKE COVE

**COMMUNITY DEVELOPMENT
DISTRICT**

February 19, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Fish Lake Cove Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013
<https://fishlakecovecdd.net/>

February 12, 2026

Board of Supervisors
Fish Lake Cove Community Development District

Dear Board Members:

The Board of Supervisors of the Fish Lake Cove Community Development District will hold a Regular Meeting on February 19, 2026 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of The Bridlewood Real Estate Company, LLC First Amendment to the Agreement for Field Operations Management Services
4. Discussion: Conveyance of Completed Phase 1 Infrastructure and Real Property
5. Discussion: FY2026/2027 Budget
6. Consideration of Resolution 2026-02, Designating a Date, Time and Location for Landowners’ Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date **[November 3, 2026 - Seats 3, 4 & 5]**
7. Consideration of Resolution 2026-03, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
9. Ratification Items
 - A. The Bridlewood Real Estate Company, LLC Agreement for Field Operations Management Services

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time and Location

- B. Resolution 2026-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
 - C. GIG Fiber, LLC Outdoor Solar Lighting Service Agreement
10. Acceptance of Unaudited Financial Statements as of December 31, 2025
 11. Approval of August 21, 2025 Public Hearing and Regular Meeting Minutes
 12. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Boyd Civil Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 19, 2026 at 1:30 PM

- QUORUM CHECK

SEAT 1	ALLAN E KEEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	THOMAS FRANKLIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	PAUL LINDER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CARSON GOOD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOHN GOOD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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**FIRST AMENDMENT TO THE AGREEMENT FOR FIELD OPERATIONS
MANAGEMENT SERVICES**

THIS FIRST AMENDMENT (“**First Amendment**”) is made and entered into this ____ day of February 2026, by and between:

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

THE BRIDLEWOOD REAL ESTATE COMPANY, LLC, a Florida limited liability company, with a mailing address of 880 South Duncan Drive, Tavares, Florida 32778 (“**Manager**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District and Manager previously entered into that *Agreement for Field Operations Management Services*, dated January 12, 2026 (“**Agreement**”), which Agreement is incorporated herein by this reference; and

WHEREAS, the District and Manager now desire to amend the Agreement to revise the scope of services, as outlined in **Exhibit A** attached hereto and incorporated herein by reference, and amend the compensation as it relates to the same; and

WHEREAS, Section 12 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the District and Manager each represent that it has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this First Amendment.

SECTION 2. AFFIRMATION OF THE AGREEMENT. The District and the Manager agree that nothing contained herein shall alter or amend the Parties’ rights, responsibilities and

obligations under the Agreement, except to the extent set forth in this First Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

SECTION 3. AMENDMENT. Pursuant to Section 12 of the Agreement, the District and Manager agree to amend the Agreement as follows:

- A.** Exhibit A to the Agreement is replaced in its entirety by **Exhibit A** to this First Amendment, which is attached hereto, and shall be incorporated as Exhibit A to the Agreement. Accordingly, the definition of and all references to “Services” in the Agreement shall be read to include the revised scope of services as detailed in **Exhibit A** to this First Amendment.
- B.** Section 2, Subsection A, **Manager’s Obligation**, is hereby replaced in its entirety as follows: “The District desires that Manager provide professional Services within presently accepted industry standards. Upon all Parties executing this Agreement, Manager shall provide the District with the specific Services as set forth in this Agreement and Exhibit A attached hereto. While providing the Services, as may be amended from time to time in writing between the Parties, Manager shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.”
- C.** Section 3, Subsection A, **Compensation**, is hereby replaced in its entirety as follows: “As compensation for the Services described in this Agreement and as set forth in Exhibit A, the District agrees to pay the Manager **One Thousand Dollars and Zero Cents (\$1,000.00)** per month during the initial development of the District. Upon Phase 1 being fifty percent (50%) complete and upon written authorization of the District’s Board of Supervisors or the District’s representative, who shall be the District Manager, the compensation to Manager shall increase to **One Thousand Four Hundred Dollars and Zero Cents (\$1,400.00)** per month, for an annual total not to exceed **Sixteen Thousand Eight Hundred Dollars and Zero Cents (\$16,800.00)**. Any additional change in compensation or change in scope of Services must be approved in writing and executed by both Parties prior to implementation of the same; any change in price without such executed writing shall be null and void.”

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law, and both the District and the Manager have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment 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.

SECTION 6. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this First Amendment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*.

SECTION 7. EFFECTIVE DATE. This First Amendment shall be effective as of the day and year first written above.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties execute this First Amendment to be effective the day and year first written above.

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**THE BRIDLEWOOD REAL ESTATE
COMPANY, LLC**

By: _____
Its: _____

Exhibit A: Manager's Proposal

Exhibit A
Manager's Proposal



Proposal for Professional Services

Prepared for: Fish Lake Cove CDD

Date: 12/23/2025

1. Introduction

Bridlewood Real Estate is pleased to submit this proposal to provide **professional consulting and advisory services** to support the successful planning, development, and early operations of the Community Development District (CDD). Our flexible service model allows the District to engage specific services as needed, ensuring cost control, transparency, and responsiveness throughout the development and operational lifecycle.

We bring experience working with Florida special districts, developers, engineers, and vendors to help CDD Boards make informed decisions, maintain compliance, and establish sound operational and financial practices.

2. Scope of Services

The following services may be requested individually or in any combination, based on the needs of the District. Services will be performed on an as-requested basis and authorized by the District or its designated representative.

A. Site Visits and Field Observations

- Periodic or as-needed site visits to observe construction progress, completed infrastructure, or operational conditions
- Coordination with the District's engineer, contractor, or other consultants during site visits
- Identification of potential operational, maintenance, or transition issues
- Written summary reports following site visits, if requested



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B. Plan and Document Review

- Review of development plans, infrastructure plans, and amenity layouts from an operational and budgetary perspective
- Identification of long-term maintenance, staffing, and operational considerations
- Review of transition-related documents and schedules
- Written comments and recommendations provided to the District

C. Vendor Proposal Review and Procurement Support

- Review of vendor proposals for services such as landscaping, irrigation, security, amenities, maintenance, or other operational contracts
- Comparative analysis of proposals including scope, pricing, assumptions, and risk factors
- Assistance in developing bid evaluation criteria or request for proposal (RFP) language, if requested
- Written summaries and recommendations for Board consideration

D. Operating Budget Development and Financial Support

- Preparation of draft operating budgets for the District, including:
 - General Fund
 - Debt-related operational components (as applicable)
 - Amenity or special-use budgets
- Review and refinement of developer-provided or consultant-prepared budgets
- Identification of cost drivers, reserve considerations, and phasing impacts
- Assistance with budget updates based on development progress or Board direction

E. Board Meeting Attendance and Support

- Attendance at CDD Board of Supervisors meetings, workshops, or special meetings, as requested
 - Presentation of findings, reports, or recommendations related to requested services
 - Participation in discussions with Board members, District staff, and consultants
 - Follow-up documentation or action summaries, if requested
-



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3. Service Authorization and Flexibility

All services will be provided on and initiated only upon request or written authorization from the District. This approach allows the District to:

- Control costs by engaging only necessary services
 - Scale services up or down as development progresses
 - Avoid long-term commitments while maintaining access to experienced support
-

4. Compensation Structure

Compensation for services will be proposed using one or more of the following methods, as agreed upon in advance:

The Association shall pay Agent a management fee of \$1,400.00 with a minimum of \$1,000.00 per month while managing the initial development period. The management fee shall increase from the initial development period at which time fifty-percent (50%) of the Phase I is complete. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into their Agreement by reference. No further charges shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

5. Deliverables

Depending on the services requested, deliverables may include:

- Written site visit summaries
- Plan and document review memoranda
- Vendor proposal comparison summaries
- Draft and final operating budgets
- Board meeting presentations or written reports

All deliverables will be tailored to the District's needs and provided in electronic format unless otherwise requested.



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6. Experience and Qualifications

Bridlewood has experience supporting Florida CDDs and similar special districts through development, transition, and early operations. Our approach emphasizes:

- Practical, operations-focused guidance
- Clear communication with Board members and consultants
- Awareness of Florida statutory and procedural requirements
- Long-term cost and risk management for the District

Additional qualifications and references can be provided upon request.



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7. Acceptance and Next Steps

This proposal is intended to serve as a flexible framework for engaging services as needed. Upon acceptance, services may be requested through written authorization from the District or its designated representative.

We appreciate the opportunity to support the District and look forward to working collaboratively with the Board and its professional team.

Acceptance of Proposal:

Date: _____

Signature

Date: _____

Signature

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Fish Lake Cove Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, Florida Statutes]," and the Board shall consist of five (5) members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT:

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Allan E. Keen	11/2028
2	Thomas Franklin	11/2028
3	Paul Linder	11/2026
4	Carson Good	11/2026
5	John Good	11/2026

This year, Seat 3, Seat 4, and Seat 5 are subject to a landowner election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNER'S ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3rd day of November 2026, at _____:_____.m., at _____.

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its **February 19, 2026**, meeting. A sample notice of landowners' meeting and election, proxy, ballot form, and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of February, 2026.

ATTEST:

**FISH LAKE COVE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Fish Lake Cove Community Development District ("**District**") the location of which is generally described as comprising of a parcel or parcels of land containing approximately 41.83 acres, more or less generally located north of Fish Lake, southwest of East Irlo Bronson Memorial Highway, and northeast of Neptune Road in Osceola County, Florida advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**" and, individually, "**Supervisor**"). Immediately following the landowners' meeting, there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2026

HOUR: ____:____.m.

LOCATION: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, District Manager, Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431: (561) 571-0010 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least three (3) days before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

HOUR: _____:_____.m.

LOCATION: _____

Pursuant to Chapter 190, *Florida Statutes*, after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

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 Fish Lake Cove Community Development District to be held at held at ___:___ __.m., on November 3, 2026 at _____, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that 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 his or her 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 landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, 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.).

OFFICIAL BALLOT
FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 3, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Fish Lake Cove Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2026-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Fish Lake Cove Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of Wrathell Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located within Osceola County, Florida at:

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of February, 2026.

ATTEST:

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary /Assistant Secretary

Chair/ Vice Chair Board of Supervisors

FISH LAKE COVE

COMMUNITY DEVELOPMENT DISTRICT

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FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

8A

**Fish Lake Cove Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No Not Applicable

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No Not Applicable

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No Not Applicable

No inspection required

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No Not Applicable

No inspection required

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No Not Applicable

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No Not Applicable

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

No audit required

Chair/Vice Chair:  _____
Print Name: John Good _____
Fish Lake Cove Community Development District

Date: August 15, 2024

District Manager:  _____
Print Name: Daniel Rom _____
Fish Lake Cove Community Development District

Date: August 15, 2024

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

8B

**Fish Lake Cove Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No Not Applicable

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes No Not Applicable

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes No Not Applicable

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No Not Applicable

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Current fiscal year budget with any amendments and most recent financials within the latest agenda package and annual audit via link to Florida Auditor General website.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No Not Applicable

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

Chair/Vice Chair: _____

Date: February 19, 2026

Print Name: _____

Fish Lake Cove
Community Development District

District Manager: _____

Date: February 19, 2026

Print Name: _____

Fish Lake Cove
Community Development District

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

AGREEMENT FOR FIELD OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the 12th day of January 2026 (“**Effective Date**”), by and between:

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

THE BRIDLEWOOD REAL ESTATE COMPANY, LLC, a Florida limited liability company with a mailing address of 880 South Duncan Drive, Tavares, Florida 32778 (“**Manager**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, the Manager submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement (“**Services**”); and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements as authorized by the District.

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

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

2. MANAGER’S OBLIGATION.

A. *Specific Duties.* The Manager shall perform the specific field operations duties identified in individual work authorizations. All work authorizations must be in writing and approved by the District’s Board of Supervisors or the District’s representative, who shall be the District Manager, currently Daniel Rom. **No Services or other work shall be performed unless authorized in writing by the District via separate work authorization.**

- B. *Compliance with Government Rules, Regulations, Requirements and Orders.*** The Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Improvements placed thereon by any governmental authority having jurisdiction. The Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of District Improvements.
- C. *Adherence to District Rules, Regulations and Policies.*** To the extent they apply to the Manager's performance herein, the Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. The Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District. The Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- D. *Care of the Property.*** The Manager shall use all due care to protect the property of the District, its residents and landowners from damage by the Manager, its employees or contractors. The Manager agrees to complete repair of any damage resulting from the Manager's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.

3. COMPENSATION.

- A. *Amount.*** The District shall pay the Manager at the hourly rates set forth in **Exhibit A**, or as agreed upon in writing between the District and Manager for individual projects and specified in each approved work authorization. Any increase in price or change in scope of Services must be approved in writing and executed by both Parties prior to implementation of same; any change in price without such executed written agreement shall be null and void.
- B. *Payments and Invoices.*** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, the Manager's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted. Manager shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses. Failure to do so upon request may result in delayed payment. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.
- C. *Additional Services.*** If the District should desire additional work or services, the Manager agrees to negotiate in good faith to undertake such additional work or services. Upon

successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Manager shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- D. *Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment to the Manager, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Manager provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Manager, in a form satisfactory to the District, that any indebtedness of the Manager, as to services to the District, has been paid and that the Manager has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERM AND TERMINATION.

- A. *Term.*** The initial term of this Agreement shall commence as of the Effective Date and shall remain in effect through September 30, 2026, unless otherwise terminated in accordance with this Agreement. This Agreement shall automatically renew for one (1)-year terms beginning each October 1, aligning with the District's fiscal year. **This Agreement is subject to ratification from the District's Board of Supervisors ("Board") at their next regularly scheduled meeting. Should the Board decline to ratify this Agreement, the Agreement shall automatically terminate upon written notice thereof to the Manager.**

- B. *Termination.*** The District shall have the right to terminate this Agreement upon thirty (30) days' written notice without cause, and the Manager shall have the right to terminate this Agreement upon forty-five (45) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Upon any termination of this Agreement, the Manager shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Manager.

5. INSURANCE.

- A. *Limits.*** The Manager shall maintain throughout the term of this Agreement the following insurance:

- i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- ii.** Commercial General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)

<i>General Aggregate</i>	\$2,000,000
<i>Bodily Injury (including contractual)</i>	\$1,000,000

	<i>Property Damage (including contractual)</i>	\$1,000,000
iii.	Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed <i>Bodily Injury and Property Damage</i>	\$1,000,000 combined single limit
iv.	Excess (Umbrella) Liability	\$1,000,000

B. *Requirements.* The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Additional Insureds**”) shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds.

C. *Failure to Obtain Insurance.* If the Manager fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

6. INDEMNIFICATION.

A. *Indemnification by the Manager.* To the fullest extent permitted by law, and in addition to any other obligations of the Manager under this Agreement or otherwise, the Manager shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Indemnitees**”), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Manager, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Manager’s performance of, or failure to perform, the Manager's obligations pursuant to this Agreement or any Services or the Manager's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Manager in this Agreement or any Services. The indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement.

B. *Obligations.* Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this

Agreement is intended to waive or alter any other remedies that the District may have as against the Manager. The provisions of this Section 6 are independent of, and will not be limited by, any insurance required to be obtained by the Manager pursuant to this Agreement or otherwise obtained by the Manager, and the provisions of this Section 6 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

- C. **Subcontractors.** The Manager shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Manager and each of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. The Manager shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. The Manager shall ensure that all of the Manager's employees, agents, subcontractors or anyone directly or indirectly employed by the Manager observe the Manager's rules and regulations of safety and conduct. The Manager shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. The Manager shall remedy all damage or loss to any property caused in whole or in part by the Manager, its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager, or by anyone for whose acts the Manager may be liable. The Manager shall indemnify District for all damage or losses it may incur or be exposed to because of the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager's failure to comply with the provisions contained herein.

9. 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, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of the Manager and its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager. The Parties acknowledge that the Manager is not an employee for state or federal tax purposes. The Manager shall hire and pay all of the Manager's employees, agents, subcontractors or anyone directly

or indirectly employed by the Manager, all of whom shall be employees of the Manager and not employees of District and at all times entirely under the Manager's supervision, direction and control. Manager acknowledges and agrees that this Agreement does not contain any non-compete provisions, and Manager shall not enforce any non-compete restrictions against its employees with respect to work for the District. Should the District elect to suspend any department hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Manager under this Agreement. Manager may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. ENTIRE AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. 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 Parties.

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

14. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Manager: The Bridlewood Real Estate Company, LLC
880 South Duncan Drive
Tavares, Florida 32778
Attn: District Manager

B. If to the District: Fish Lake Cove Community Development
District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the

United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

15. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

16. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

17. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Osceola County, Florida.

18. PUBLIC RECORDS. The Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Manager acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Manager refuses to allow public access to all documents, papers, letters, or other material made or received by the Manager in conjunction with this Agreement, unless such records are exempt under Florida law. The Manager acknowledges that the designated Public Records Custodian for the District is Daphne Gillyard.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. 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.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

21. 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.

22. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement 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 each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. E-VERIFY. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

24. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, the Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Manager shall immediately notify the District. If the Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

25. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Manager certifies, by

acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Manager agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Manager refuses to sign said affidavit, the District may terminate this Agreement immediately.

26. PUBLIC ENTITY CRIMES. The Manager represents that in entering into this Agreement, the Manager has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Manager is placed on the convicted vendor list, the Manager shall immediately notify the District whereupon this Agreement may be terminated by the District.

27. FOREIGN INFLUENCE. The Manager understands and agrees that under Section 286.101, *Florida Statutes*, the Manager must disclose to the District in writing any current or prior interest, any contract with, or any grant or gift from a foreign country of concern (as that term is defined in Section 286.101(1), *Florida Statutes*) within 5 business days of the interest arising or gift/grant receipt. Failure to provide such disclosure may result in immediate termination of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

John Good

Chairperson, Board of Supervisors

**THE BRIDLEWOOD REAL ESTATE
COMPANY, LLC**, a Florida limited liability
company

Elaine Gardner Lott

By: *Elaine GARDNER LOTT*
Its: *President*

Exhibit A: Contractor's Proposal

Exhibit A
Contractor's Proposal



Proposal for À La Carte Professional Services

Prepared for: Fish Lake Cove CDD

Date: 12/23/2025

1. Introduction

Bridlewood Real Estate is pleased to submit this proposal to provide **à la carte professional consulting and advisory services** to support the successful planning, development, and early operations of the Community Development District (CDD). Our flexible service model allows the District to engage specific services as needed, ensuring cost control, transparency, and responsiveness throughout the development and operational lifecycle.

We bring experience working with Florida special districts, developers, engineers, and vendors to help CDD Boards make informed decisions, maintain compliance, and establish sound operational and financial practices.

2. Scope of À La Carte Services

The following services may be requested individually or in any combination, based on the needs of the District. Services will be performed on an as-requested basis and authorized by the District or its designated representative.

A. Site Visits and Field Observations

- Periodic or as-needed site visits to observe construction progress, completed infrastructure, or operational conditions
- Coordination with the District's engineer, contractor, or other consultants during site visits
- Identification of potential operational, maintenance, or transition issues
- Written summary reports following site visits, if requested



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B. Plan and Document Review

- Review of development plans, infrastructure plans, and amenity layouts from an operational and budgetary perspective
- Identification of long-term maintenance, staffing, and operational considerations
- Review of transition-related documents and schedules
- Written comments and recommendations provided to the District

C. Vendor Proposal Review and Procurement Support

- Review of vendor proposals for services such as landscaping, irrigation, security, amenities, maintenance, or other operational contracts
- Comparative analysis of proposals including scope, pricing, assumptions, and risk factors
- Assistance in developing bid evaluation criteria or request for proposal (RFP) language, if requested
- Written summaries and recommendations for Board consideration

D. Operating Budget Development and Financial Support

- Preparation of draft operating budgets for the District, including:
 - General Fund
 - Debt-related operational components (as applicable)
 - Amenity or special-use budgets
- Review and refinement of developer-provided or consultant-prepared budgets
- Identification of cost drivers, reserve considerations, and phasing impacts
- Assistance with budget updates based on development progress or Board direction

E. Board Meeting Attendance and Support

- Attendance at CDD Board of Supervisors meetings, workshops, or special meetings, as requested
 - Presentation of findings, reports, or recommendations related to requested services
 - Participation in discussions with Board members, District staff, and consultants
 - Follow-up documentation or action summaries, if requested
-



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3. Service Authorization and Flexibility

All services will be provided on an **à la carte** basis and initiated only upon request or written authorization from the District. This approach allows the District to:

- Control costs by engaging only necessary services
 - Scale services up or down as development progresses
 - Avoid long-term commitments while maintaining access to experienced support
-

4. Compensation Structure

Compensation for services will be proposed using one or more of the following methods, as agreed upon in advance:

- Hourly rates for professional services are \$175.00
- Flat-fee pricing for defined tasks (e.g., budget preparation or proposal reviews)
- Per-meeting or per-site-visit fees

A detailed fee schedule or task-specific cost estimate will be provided prior to commencement of each service.

5. Deliverables

Depending on the services requested, deliverables may include:

- Written site visit summaries
- Plan and document review memoranda
- Vendor proposal comparison summaries
- Draft and final operating budgets
- Board meeting presentations or written reports

All deliverables will be tailored to the District's needs and provided in electronic format unless otherwise requested.



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6. Experience and Qualifications

Bridlewood has experience supporting Florida CDDs and similar special districts through development, transition, and early operations. Our approach emphasizes:

- Practical, operations-focused guidance
- Clear communication with Board members and consultants
- Awareness of Florida statutory and procedural requirements
- Long-term cost and risk management for the District

Additional qualifications and references can be provided upon request.

7. Acceptance and Next Steps

This proposal is intended to serve as a flexible framework for engaging services as needed. Upon acceptance, services may be requested through written authorization from the District or its designated representative.

We appreciate the opportunity to support the District and look forward to working collaboratively with the Board and its professional team.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Elaine Gardner Lott, on behalf of **THE BRIDLEWOOD REAL ESTATE COMPANY, LLC** (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Company Name: The Bridlewood Real Estate Company, LLC

Signature: *Elaine Gardner Lott*
 Print: Elaine Gardner Lott
 Title: President + CEO
 Date: 1/12/26

STATE OF FLORIDA
COUNTY OF Lake

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by (name) Elaine Gardner Lott, as (title) President, of (company) **THE BRIDLEWOOD REAL ESTATE COMPANY, LLC**, who is personally known to me or who produced _____ as identification this 12 day of January, 2026.

[Signature]

 Notary Public

(Notary Seal)



**WORK AUTHORIZATION
FIELD OPERATIONS MANAGEMENT SERVICES**

THIS WORK AUTHORIZATION (“**Work Authorization**”), dated, January 12, 2026, is presented according to the requirements within the executed *Agreement for Field Operations Management Services*, dated January 12, 2026, as may be amended or supplemented from time to time (“**Agreement**”), by and between:

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

THE BRIDLEWOOD REAL ESTATE COMPANY, LLC, a Florida limited liability company with a mailing address of 880 South Duncan Drive, Tavares, Florida 32778 (“**Manager**” and, together with the District, “**Parties**”).

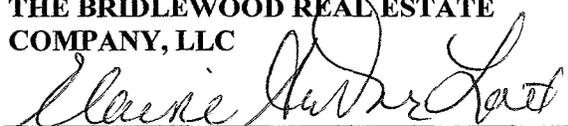
SECTION 1. AUTHORIZED WORK. The work described in the attached **Exhibit A** is hereby authorized to be performed according to the terms of the Agreement (the “**Authorized Work**”). Contractor shall invoice the District for the Authorized Work actually performed in accordance with the pricing provided at **Exhibit A**, and the District shall remit payment for such Authorized Work pursuant to the terms of the Agreement. Such amount includes all materials and labor necessary to complete the Authorized Work and all items, labor, materials, or otherwise, to provide the District the maximum benefit of the Authorized Work.

SECTION 2. EFFECTIVE DATE. This Work Authorization shall be effective as of the date of the last signature of the Parties hereto.

SECTION 3. ACCEPTANCE. Execution of this Work Authorization will authorize Contractor to complete the Authorized Work as outlined above. Contractor shall commence the aforesaid Authorized Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect. To the extent that any other terms provided in **Exhibit A** conflict with the terms of the executed Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**THE BRIDLEWOOD REAL ESTATE
COMPANY, LLC**



Signature

Elaine Garner-Lott

Print Name

PRESIDENT & CEO

Title

1/12/26

Date

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**



Signature

John Good

Print Name

Chair Vice Chair Authorized Representative

01/20/2026

Date

Exhibit A: Contractor's Proposal

EXHIBIT A

[Attach Contractor's Proposal]

Fish Lake Cove Agreement for Field Operations Package

Final Audit Report

2026-01-20

Created:	2026-01-15
By:	Jennifer Swanson (jennifer.swanson@batehrea.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq4GNCAPnCLT18ORGCKy2E2D7aRw21jxE

"Fish Lake Cove Agreement for Field Operations Package" History

-  Document created by Jennifer Swanson (jennifer.swanson@batehrea.com)
2026-01-15 - 8:24:57 PM GMT
-  Document emailed to John Good (johngood@goodcapital.com) for signature
2026-01-15 - 8:25:04 PM GMT
-  Email viewed by John Good (johngood@goodcapital.com)
2026-01-16 - 7:01:22 AM GMT
-  Email viewed by John Good (johngood@goodcapital.com)
2026-01-19 - 10:15:38 PM GMT
-  Document e-signed by John Good (johngood@goodcapital.com)
Signature Date: 2026-01-20 - 7:45:48 PM GMT - Time Source: server
-  Agreement completed.
2026-01-20 - 7:45:48 PM GMT

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Fish Lake Cove Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of February, 2026.

ATTEST:

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	1:30 PM
November 20, 2025*	Regular Meeting	1:30 PM
December 18, 2025	Regular Meeting	1:30 PM
January 15, 2026	Regular Meeting	1:30 PM
February 19, 2026	Regular Meeting	1:30 PM
March 19, 2026	Regular Meeting	1:30 PM
April 16, 2026	Regular Meeting	1:30 PM
May 21, 2026	Regular Meeting	1:30 PM
June 18, 2026	Regular Meeting	1:30 PM
July 16, 2026	Regular Meeting	1:30 PM
August 20, 2026	Regular Meeting	1:30 PM
September 17, 2026	Regular Meeting	1:30 PM

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS C

Fish Lake Cove Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of January 15, 2026 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose mailing address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 2300 Glades Road, Boca Raton, Florida 33431.

RECITALS

WHEREAS, Company is in the business of constructing, maintaining, owning and operating Street Lights (as defined below) for residential communities and projects;

WHEREAS, Customer has been formed as a local unit of special purpose government under Chapter 190, Florida Statutes to perform certain administrative and operational functions pertaining to streets, roads, common and drainage facilities and other infrastructure within the residential subdivision development known as “Fish Lake Cove” located in Osceola County, Florida (the “**Community**”);

WHEREAS, Customer and Company wish to enter into a service agreement for Street Lights for use in portions of the Community, as specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Street Light Services.** For and in consideration of the mutual covenants set forth in this Agreement, Company agrees to provide solar street lighting services to Customer, and Customer agrees to engage Company, to provide lighting services with respect to the following outdoor solar lighting equipment and systems (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”): **Eighty-Two (82)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, according to design, installation and construction plans and specifications to be prepared by Company and approved by Customer as provided in this Agreement, i (the “**Installation Plans**”). Customer's approval shall not be unreasonably withheld, conditioned, or delayed, but Customer retains sole discretion to reject plans that do not meet applicable codes, standards, or the District's reasonable requirements. The Street Lights shall be designed and constructed in accordance with the Florida Building Code and ASCE 7 standards, but only to the extent explicitly set forth in the Installation Plans.

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years after the date that substantially all of the Street Lights have been installed and are mechanically operational in the Installation Site, as defined below (the “**Term**”). For purposes of this Section 2., “substantially all” shall mean at least ninety-five percent (95%) of the Street Lights specified in Section 1. The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. **Installation Site; License.** The Street Lights shall be installed at the following project, in the portions of the property owned by the Customer: Fish Lake Cove Community Development District, in Osceola County, State of Florida (the “**Installation Site**”), according to the Installation Plans. Upon satisfaction of the Conditions (as provided in Section 4 below), Company will begin installation of the Street Lights on the Installation Site promptly and prosecute the installation with reasonable care and diligence, subject to Force Majeure (as defined below). Customer shall, however, stake the locations of the Street Lights on the Installation Site, at Customer's expense, prior to the installation of the Equipment by Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design

sketch that reflects the locations for the Street Lights, and a suggested list of vendors who are capable of performing the staking work for Customer. During the Term of the Agreement, Customer grants to Company and to Company's agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the "License") for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, operating, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). During the License Term, Customer shall use reasonable efforts to ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected, subject to Customer's governmental functions and public safety obligations. Customer shall not interfere with such rights or access but shall not be liable for interference by third parties beyond Customer's reasonable control. To the extent that third parties interfere with any obligations of the Company, the Company will not be liable for such interference. The grant of the License shall survive termination of this Agreement by either party solely for the purpose of allowing Company to remove its equipment as described in this Section 2.b., after which all License rights shall terminate.

c. Agreement Year. For purposes of this Agreement, the term "Agreement Year" shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, which consent shall not be unreasonably withheld, conditioned, or delayed.

d. Renewal Terms. Upon written agreement of the Company and Customer no later than one hundred eighty (180) days prior to the expiration of the Term or any Renewal Term (defined below), the term of this Agreement shall be renewed on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a "Renewal Term" and collectively, the "Renewal Terms"). The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the "Term." At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. Monthly Service Fees; Escalations; Security Deposit. During the Term, Customer shall pay Company monthly service fees for the provision on street lighting by the Street Lights, in advance, as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the service fee payable in each month of the Term shall be Fifty Dollars (\$50.00)¹ for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes (the "Service Fee"). Regardless of the Term of this Agreement commenced on the Effective Date, no Service Fee shall be payable until a Street Light has been installed and mechanically operational. Service Fees payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year of the Term, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it based on the percentage increase of the Price Index (hereafter defined) over the previous Agreement Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Agreement Year to the level as of the second month prior to the previous Agreement Year to determine the rate of increase. The Service Fee shall never decrease by reason of the foregoing calculation. The term "Price Index" means the Consumer Price Index for "All Urban Consumers" published by the Bureau of Labor Statistics of the United States Department of Labor for the "South Region," and "All Items," (1982-84 = 100) or any successor or substitute index, appropriately adjusted.

b. Payment Coupon Books. For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event,

the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (such as sales, excise, or other taxes), and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book, provided that Company provides Customer with a proper invoice at least fifteen (15) days before payment is due. Any material inaccuracy in any coupon book or invoice shall extend the payment deadline until fifteen (15) days after Customer receives a corrected invoice. However, Customer's failure to notify the Company in writing at least fifteen (15) days before any invoice is materially inaccurate or otherwise not a proper invoice shall serve as a waiver to the Customer's defense that the invoice was improper only to the extent that the Customer seeks an extension of the due date. This waiver shall not obligate the Customer to pay any incorrect amounts reflected in the invoice.

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement or as required by applicable law. Notwithstanding the foregoing, Customer may withhold payment for Street Lights not operational.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within ten (10) days after the date due will be subject to interest on all such unpaid sums at a per annum rate equal to the rate permitted by law under Section 218.74, Florida Statutes, all as additional Service Fees under this Agreement.

e. Security Deposit. As security for the payment and performance of this Agreement by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Agreement ("**Security Deposit**"). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default.

f. Taxes. Customer shall either pay or reimburse Company for all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority, provided that Customer, as a governmental entity, shall be exempt from sales and use taxes to the extent provided by Florida law, and Company shall cooperate with Customer in claiming such exemptions. For purposes of this Section 3(f), "**Taxes**" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to the services performed pursuant to this Agreement, which shall be Company's responsibility. Customer shall show Company as the owner of the Street Lights on all tax reports or returns and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon request. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a "service contract," pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

4. Conditions to Company Obligations. Company's obligations under this Agreement are conditioned upon (a) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement; (b) Company's receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Agreement for as long Company is not in default hereunder, and (c) Company having determined that all rights necessary, in Company's judgment, for the construction, installation, maintenance, and operation of the Street Lights in the location describe in this Agreement, including an executed and notarized original copy of a grant of easement substantially in the form attached hereto as **Exhibit "A"** (the "**Easement Agreement**") have been obtained and appear of record in the county in which the Installation Site is

located. Subject to Force Majeure, all such Conditions must be satisfied or waived within one hundred eighty (180) days of the Effective Date, or either party may terminate this Agreement without penalty. The foregoing are collectively referred to herein as the “**Conditions.**” Company (and only Company) may, in its sole discretion, waive any of the Conditions, in its sole discretion. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. Change Orders. The Street Lights shall be configured and installed pursuant to the Installation Plans, with the approval of Customer, which approval shall not be unreasonably withheld, conditioned or delayed. Any change order requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. If approved by Company, the final design sketch shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash in advance as a condition of any such change order.

6. Damages During Construction. Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives during construction of Customer’s facilities, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss during installation of Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

7. Customer Information and Preparation; Indemnification. Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, “**Underground Facilities**”) at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities caused by Company that was not properly identified by Customer, as described under this Paragraph, shall be paid by Customer arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. Except for those claims, losses and damages arising out of Company’s sole negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of Customer’s negligent acts or omissions in connection with furnishing, design, installation, operation, maintenance or removal of the Street Lights. The term “damages” includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the “Company” shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

8. Environmental Attributes and Environmental Incentives. Company is and shall be the owner of the Street Lights and all Environmental Attributes and Environmental Incentives (as defined below), and is entitled to the benefit of all Tax Credits (as defined below), and Customer’s right to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. “**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. “**Environmental Incentives**” means any

credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority. "Tax Credits" means any and all U.S. federal and applicable state income tax credits available with respect to the Street Lights, including, for avoidance of doubt, those credits set forth in Sections 45, 45Y, 48, and 48E of the Code.

9. Non-Standard Service Charges. Customer shall pay all reasonable and documented costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications and that are requested by Customer or required by changes in law after the Effective Date, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations enacted after the Effective Date to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer. Company will provide Customer with a written estimate for any such non-standard facilities and services exceeding \$1,000, and Customer shall have the right to approve such costs in writing before Company proceeds with the work, to the extent that the change is not required by applicable law. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs within thirty (30) days of receipt of invoice, subject to Customer's right to review and dispute charges in good faith.

10. Maintenance and Repairs; No Alterations. Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment, provided, however, that Company shall not be responsible or liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by Customer, its employees, agents, contractors, or invitees. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, invitees, or any owner, tenant, or occupant of a lot or parcel in the project of which the Installation Site is a part (or their invitees), Company shall be entitled to repair or replace the same. Company does not guaranty or warranty 100% reliability of the Street Lights, or continuous lighting within the Street Light system; provided, however, that Company shall use commercially reasonable efforts to maintain the Street Lights in good working order and to minimize interruptions. Company will not be liable to any person or entity for damages (including special, incidental, consequential, or punitive damages) related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity, efficiency, and quality by a manufacturer or supplier of Company's choice, provided that Company shall provide Customer with prior written notice of any such substitution and the Company make its best efforts to not materially alter the appearance or performance of the Street Lights. Company reserves the right to interrupt service to any of the Street Lights at any time for a reasonable time period in connection with any necessary maintenance or repairs for which Company is responsible, provided that Company shall provide Customer with prior written notice of any planned interruptions (except in emergencies) and shall use commercially reasonable efforts to schedule such interruptions during daylight hours and to minimize the duration of any service interruption. **Company warrants that (i) the Street Lights will perform in accordance with the manufacturer's specifications, and (ii) the installation will be performed in a good and workmanlike manner in accordance with industry standards. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY OTHER IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

11. Insolation. Customer understands that unobstructed access to sunlight ("Insolation") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall use

commercially reasonable efforts not to cause and, to the extent within Customer's reasonable control, shall not permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could materially diminish the Insolation to the Street Lights, Customer shall notify Company within a reasonable time and shall reasonably cooperate with Company in preserving the Street Lights' existing Insolation levels, provided that Customer shall not be required to take any action that would violate applicable law or exceed Customer's legal authority.

12. Outage Notification; Vandalism. Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing of any Street Light malfunctions and outages. Company shall have thirty (30) calendar days to investigate and resolve any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Company shall so notify Customer in writing, and shall include a summary of the issue, description of Company's approach to remedying the issue, and the Company's anticipated timeline. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving written notice of the non-operational Street Light from Customer, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the reasonable and documented cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism, provided that Company provides Customer with evidence of such vandalism and a written estimate of repair costs. Company shall make such repair or replacement within a reasonable time after receiving payment or adequate assurance of payment from Customer. At Customer's expense, and with Customer's prior written approval, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement.

13. Vegetation Control. Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs easement areas or drainage for the Street Lights.

14. Ownership of Street Lights. The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. Insurance. Customer shall maintain general liability insurance covering any injury or damage to persons or property, including death of persons, resulting, directly or indirectly, from the negligent conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. The policy shall name Company as an additional insured. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain a minimum property insurance policy with coverage limits sufficient to cover the full replacement cost of the Street Lights provided by an insurance carrier with a minimum rating of A or equivalent by A.M. Best or other recognized rating agency. The property insurance policy shall cover losses arising from the following events: fire, theft, vandalism, and high wind events. The policy shall specifically exclude damages caused by a) earth movement, b) governmental action, c) nuclear hazard, d) war and military action, e) flood, surface water, waves, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge), f) fungi, wet rot and dry rot, or g) virus, bacterium or other microorganism, unless otherwise agreed to in writing by the Company. Upon request by Customer, Company shall provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain general liability insurance covering any injury or damage to persons or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Company, its employees, contractors, agents, or invitees, with coverages, in amounts, and through companies satisfactory to Customer. Company shall periodically provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. Assignment and Financing.

a. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fees and other sums due or to become due under this Agreement. Company's Financing Parties, including any bank or other lending institution to which this Agreement may be assigned or pledged from time to time, (collectively, "**Company's Financing Parties**") shall not be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall Company's Financing Parties be responsible for any Security Deposit paid by Customer under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. Financing. The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company's Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to this Section 16, Customer agrees to execute any consent, estoppel, subordination, or acknowledgment in form and substance reasonably acceptable to Company's Financing Parties.

c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

17. **Default.** Each of the following shall constitute an "**Event of Default**" under this Agreement:

a. Service Fees. Customer's failure to pay the Service Fees or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of ten (10) days, without notice or demand of any kind.

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party's rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

c. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. Bankruptcy, Reorganization, Etc. The filing of a voluntary petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee

of Customer's property; the filing of an involuntary petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within ninety (90) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer; provided, however, that as Customer is a special purpose local government under Florida law, this provision shall be subject to applicable sovereign immunity protections and Florida constitutional debt limitations.

18. Remedies. If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, Company may elect to terminate this Agreement by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all damages resulting from Customer's default, all such Service Fees and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%) not to exceed the maximum rate permitted under Florida law. Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion. Company may enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. In any Event of Default, all Street Lights removed from the Installation Site by Company pursuant to any provisions of this Agreement or by law shall be handled, removed or stored by Company at the cost and expense of Customer. In an Event of Default, Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. Disposition of Street Lights at Expiration or Termination of Agreement. Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than one hundred twenty (120) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

20. Representations, Warranties, and Covenants. Each party represents and warrants to the other the following as of the Effective Date: (a) Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms, subject to applicable sovereign immunity and governmental limitations. Customer represents and warrants to Company that neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound, including without limitation any bond covenants or public trust obligations. Company

represents and warrants that: (i) Company maintains and will maintain throughout the Term a minimum property insurance policy as described in Section 15 of this Agreement, (ii) ; and (ii) Company will provide Customer with certificates of insurance evidencing such coverage prior to installation and as reasonably requested by the Customer thereafter. Customer further represents and warrants that the execution of this Agreement has been duly authorized by the District's board in accordance with applicable law, including but not limited to Chapter 190, Florida Statutes.

21. Force Majeure. Notwithstanding any of the foregoing provisions of this Agreement to the contrary, either party shall be entitled to an extension of the time to perform its obligations equal to the period of delay caused by events of Force Majeure. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the affected party (financial inability excepted). Notwithstanding the foregoing, Force Majeure shall not excuse Customer's obligation to make payments due under this Agreement.

22. True Lease Instrument. Solely for purpose of the Florida Uniform Commercial Code ("UCC"), Customer and Company intend that this Agreement constitutes a "true lease" under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times,. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as "lessee" (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. "**Disguised Security Interest**" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Notwithstanding the foregoing, the parties acknowledge that Customer is a governmental entity, and that the District has determined that this Agreement complies with Florida constitutional debt limitations and public purpose requirements.

23. Recordation. This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Outdoor Solar Lighting Service Agreement in the form attached as **Exhibit "B."** Such Memorandum of Agreement shall be recorded by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

24. Miscellaneous. The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Agreement shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Agreement shall lie in a state or federal court of competent jurisdiction sitting in Osceola County, Florida, where the Installation Site is located, or as otherwise permitted by Florida law governing venue for actions involving governmental entities. This Agreement shall not be recorded in any public records; provided, however, on the date hereof, Company and Customer shall execute a Memorandum of Agreement in a form provided by Company to be recorded by Company at its expense promptly after the Conditions are satisfied. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING

OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS AGREEMENT.

25. Public Records. As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records that necessarily would be required by the Customer in order to perform the service; (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Company does not transfer the records to Customer; (d) upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of the Company or keep and maintain public records required by the Customer to perform the service. If the Company transfers all public records to the Customer upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276- 0889, OR BY EMAIL AT info@fishlakecovecdd.net OR BY REGULAR MAIL AT 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

26. Florida Sales Tax. Company acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.

27. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Company represents that in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

28. E-Verification. Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "Act"), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, however, that Customer shall have previously given Company not fewer than thirty (30) days written notice and an opportunity either (1) to provide reasonable evidence to Customer of Company's actual compliance with the Act, or (2) to cure the alleged non-compliance specified in Customer's notice; provided, however, that if Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

29. Public Facilities. Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

30. Early Termination. For a period of six (6) years following the Effective Date, the Customer shall not have any right to terminate the Agreement without cause or for convenience. Following the six (6) year anniversary of the Effective Date, Customer, in its sole discretion, may terminate this Agreement at any time thereafter, without cause or for convenience, by providing at least ten (10) days prior written notice to the Company (the "Early Termination Notice"). The Agreement shall then be terminated at the expiration of the ten (10) day period following the Early Termination Notice (the "Termination Date"). As consideration for the right to terminate this Agreement

pursuant to this Section, the Customer, as the terminating party shall, upon furnishing the Early Termination Notice to the Company, pay the Company a termination fee as calculated in Section 22(a) or 33(b), as measured from the Effective Date to the Termination Date (the “**Termination Fee**”). For the purposes of calculating the Termination Fee, the Service Fee shall: (i) be the at the current rate of the Service Fee as of the Termination Date, and (ii) the number of months remaining in the Term shall include the month containing the Termination Date. The Parties acknowledge and agree that the Termination Fee is a reasonable estimate of the anticipated or actual harm that may arise from such termination, and hereby expressly waive the right to subsequently challenge the Termination Fee as unreasonable. Should the Customer elect to terminate the Agreement under this section, the Termination Fee is the Customer’s sole liability and entire obligation, and the Company’s exclusive remedy for the Customer’s termination under this Section. Early Termination under this Section shall not affect, in any way, the ownership of the Street Lights, which the Parties expressly acknowledge and agree shall remain the sole and exclusive property of the Company. The Company shall remove the Street Lights on or before the Removal Date pursuant to Section 19 of this Agreement. The Termination Fee shall be calculated as follows:

- (a) Month 73 to 132. $((\text{Service Fee}) \times (\text{Number of months remaining in the Term}) \times (0.75))$;
- (b) Month 133 to 240. $((\text{Service Fee}) \times (\text{Number of months remaining in the Term}) \times (0.8))$.

[Signature pages follow]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:

WITNESSES

Sign: Dina Papadopoulos
Print: DINA PAPADOPOULOS
Address: 2502 N. ROCKY POINT DR.
TAMPA FL 33607

Sign: Connor Wood
Print: Connor Wood
Address: 2502 N. Rocky Point DR
Tampa FL 33607

"COMPANY"

GIG FIBER, LLC,
a Delaware limited liability company

By: [Signature]
Name: John M. Ryan
Title: Manager

[Signature Page for Customer]

Signed, sealed and delivered
in the presence of:
WITNESSES

“CUSTOMER”

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government
established pursuant to Chapter 190, Florida Statutes

Sign: Susan McBride
Print: Susan McBride
Address: 463 Horizon Dr
Winter Springs 32708

By: [Signature]
Name: M. Carson Good
Title: President

Sign: [Signature]
Print: Gabriela S. Esteban
Address: 307 N. Park Ave. Winter Park, FL 32789

EXHIBIT "A"

PREPARED BY AND AFTER RECORDING
RETURN TO:
Tyler Lenz
Burr & Forman, LLP
50 N. Laura St.
Suite 3000
Jacksonville, FL 32202

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT ("Easement") is granted this January 15, 2026, by **FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address 2300 Glades Road, Boca Raton, Florida 33431 (the "**Grantor**") to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the "**Grantee**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a non-exclusive easement Grantee, the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Osceola County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(This Easement was prepared at the request of the Grantor without the benefit of a title search.)

[Signatures on Following Page.]

[Grantor Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:
WITNESSES

“GRANTOR”

FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT,
a local unit of special purpose government
established pursuant to Chapter 190, Florida Statutes

Sign: Susan McBride
Print: 403 Horizon Dr Susan McBride
Address: 403 Horizon Dr
Winter Springs 32708

By: [Signature]
Name: M. Carson Good
Title: President

Sign: [Signature]
Print: Gabriela S. Esteban
Address: 307 N. Park Ave. Winter Park, FL 32789

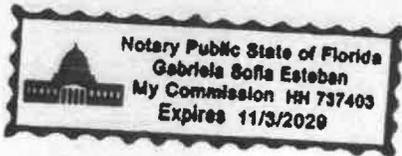
STATE OF FLORIDA

COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of January 2016 by means of [check applicable] physical presence, or online notarization, by M. Carson Good, as President, of Fish Lake Cove Com on behalf of the Grantor. He/She is [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: [Signature]
Print: Gabriela S. Esteban
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:
WITNESSES

“GRANTEE”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: Dina Papadopoulos
Print: DINA PAPAPOPOULOS
Address: 2502 N. ROCKY POINT DR.
TAMPA, FL 33607

By: [Signature]
Name: John M. Ryan
Title: Manager

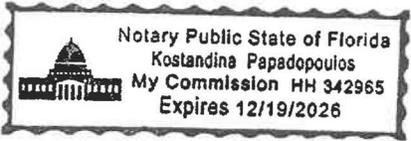
Sign: [Signature]
Print: Kerri Pocock
Address: 2502 N. Rocky Point Dr. 1070
Tampa, FL 33607

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of JAN, 2026 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: Kostandina Papadopoulos
Print: KOSTANDINA PAPAPOPOULOS
Notary Public

(AFFIX NOTARY SEAL BELOW)



**EXHIBIT "A" (to Easement)
Legal Description**

Fish Lake Cove

Tract " 1022, 1023, 1024, 1025 and 1026" of FISH LAKE COVE CDD are hereby dedicated to the perpetual use of the public by this Plat, as recorded in Plat Book 12 Pages 151 through 152 of the Public Records of Osceola County, Florida.

EXHIBIT "B"

PREPARED BY AND AFTER RECORDING

RETURN TO:

Tyler Lenz

Burr & Forman, LLP

50 N. Laura St.

Suite 3000

Jacksonville, FL 32202

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF OUTDOOR SOLAR LIGHTING EQUIPMENT SERVICE AGREEMENT

THIS MEMORANDUM OF OUTDOOR SOLAR LIGHTING SERVICE AGREEMENT ("**Memorandum**"), executed this 15th day of January, 2026 by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Drive, Ste. 1050, Tampa, Florida 33607, Attn: Mr. John Ryan, and **FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT** (the "**Customer**"), whose address is 2300 Glades Road, Boca Raton, Florida 33431.

WITNESSETH:

WHEREAS, Company and Customer entered into that certain Outdoor Solar Lighting Service Agreement (the "**Agreement**"), dated and having an effective date as of January 15, 2026 (the "**Effective Date**"), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property owned by Customer and located in Osceola County, Florida, as such real property is more particularly described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of Osceola County, Florida, the rights and obligations of Company and Customer under the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Recitals: Capitalized Terms.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum and the Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Memorandum or the Agreement shall be exclusively in the state courts of Osceola County, Florida.

2. **Installation Site.** Pursuant to the Agreement and subject to the Service Fees, terms and conditions set forth therein, Company agreed to provide solar street lighting services to Customer, and Customer agreed to engage the Company to provide lighting services with respect to the Street Lights. Company shall be responsible for obtaining all necessary permits, licenses, and approvals required for the installation and operation of the Street Lights in accordance with all applicable federal, state, and local laws, codes, and regulations, including but not limited to the Florida Building Code, and the Customer shall reasonably comply with any requests by the Company necessary to obtain any of the foregoing.

3. **Service Fees.** The amount of the service fees and other consideration payable are set forth in the Agreement. This Agreement does not create a debt or multi-year financial obligation in violation of Article VII, Section 12 of the Florida Constitution or Section 190.006, Florida Statutes.

4. Term. The term of the Agreement shall be for twenty (20) years beginning on the date specified in the Agreement (“**Term**”).

5. Renewal Terms. Upon written agreement of the Company and the Customer, the Company and the Customer may renew for up to two (2) successive options to renew and extend the term of the Agreement for successive sixty (60) month periods (each, a “**Renewal Term**”), with the first such Renewal Term, if approved, commencing immediately upon the expiration of the Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Agreement.

6. Additional Terms. Company and Customer acknowledge and agree that the Agreement is in full force and effect. The Agreement in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. Notwithstanding the foregoing, nothing in the Agreement or this Memorandum shall be construed to waive the Customer's sovereign immunity under Section 768.28, Florida Statutes, or to limit the Customer's rights and protections as a local unit of special purpose government under Chapter 190, Florida Statutes.

7. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures follow on next page]

[Company signature page]

IN WITNESS WHEREOF, Company has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed and delivered
in the presence of:
WITNESSES

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: *Dina Papadopoulos*
Print: DINA PAPADOPOULOS
Address: 2502 N. ROCKY POINT DR.
TAMPA FL 33607

By: *[Signature]*
Name: John M. Ryan
Title: Manager

Sign: _____
Print: _____
Address: _____

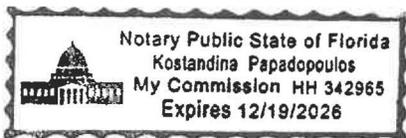
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of JAN, 2026 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: *Kostandina Papadopoulos*
Print: KOSTANDINA PAPADOPOULOS
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Customer signature page]

IN WITNESS WHEREOF, Customer has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed, and delivered
in the presence of:

WITNESSES

"CUSTOMER"

**FISH LAKE COVE COMMUNITY
DEVELOPMENT DISTRICT.**
a local unit of special purpose government
established pursuant to Chapter 190, Florida Statutes

Sign: Susan McBride
Print: Susan McBride
Address: 403 Horizon Dr
Winter Springs 32708

By: [Signature]
Name: M. Carson Good
Title: President

Sign: [Signature]
Print: Gabriela S. Esteban
Address: 307 N. Park Ave. Winter Park, FL 32789

STATE OF FLORIDA

COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of January, 2026 by means of [check applicable] physical presence, or online notarization, by M. Carson Good, as President, of Fish Lake Cove on behalf of the Customer. He/She is [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: [Signature]
Print: Gabriela S. Esteban
Notary Public

(AFFIX NOTARY SEAL BELOW)

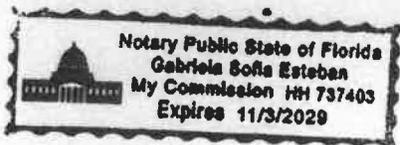
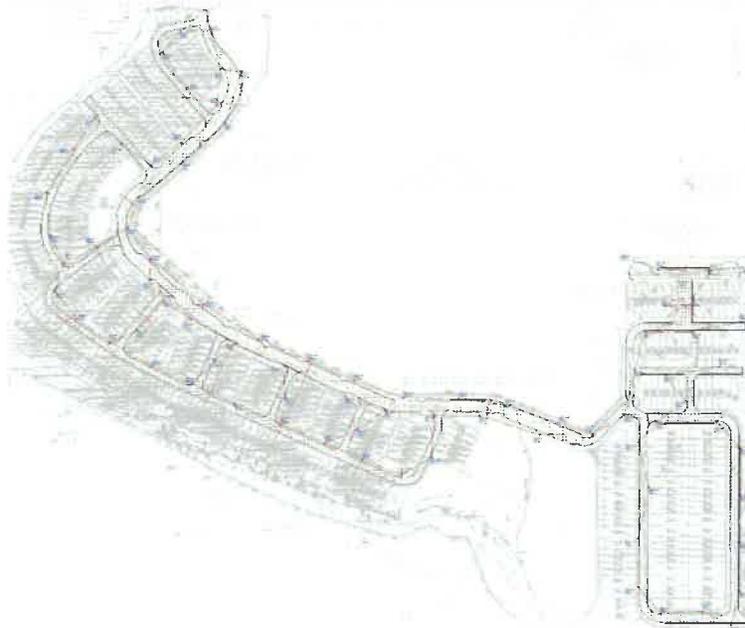


EXHIBIT "A"

Description of Installation Site Photometrics



Lighting Fixer, Mount & Fixing Requirements
 Light System to be installed 2'-11" T2
 Light System will be mounted on
 Direct-Bury Aluminum post
 Fixtures will be mounted at 21' above the street
 Light pole will be installed 4ft. Back of Curb
 Light pole clearance 7' over any
 fire hydrant height by 4 ft. minimum
 Light pole clearance 8' over any
 power lines by 10ft. minimum
 Poles to be installed directly behind
 sidewalk, or four feet into or onto
 street unless additional green space of
 six (6) BOC is not possible.
 The installer is responsible for
 specifying each light pole location.
 The customer signature on the
 photometric design is recognized
 as the acceptance of the design.
 Signature _____
 Date: _____

streetleaf

Fish Lake Townhomes

Scale: 1 inch= 100 Ft.

LIGHTING PARAMETERS:

Luminaire Schedule	Symbol	Label	Qty	Arrangement	Lot	Street Name	Avg. Width	Avg. Lume. Lumens	Mounting Height
01	01	01	01	01	01	01	30.014	5151	18

Calculation Summary	Units	Avg	Min	Max	Avg/Min	Max/Min	SP/2	PSecU	PSecTb
Street	Fc	0.85	1.7	0.2	4.35	24.55	0	10	10

Target Requirement:

Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved

Drawn By: B.D.

Scale: 1/8" = 1'-0"

Rev: 1

Page 1 of 24

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2025**

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 29,405	\$ -	\$ -	\$ 29,405
Investments				
Reserve	-	324,378	-	324,378
Interest	-	3,459	-	3,459
Construction	-	-	6,449	6,449
Due from Developer	35,370	195,298	4,529	235,197
Total assets	<u>\$ 64,775</u>	<u>\$ 523,135</u>	<u>\$ 10,978</u>	<u>\$ 598,888</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 28,088	\$ -	\$ 4,529	\$ 32,617
Due to Developer	18,482	-	4,529	23,011
Due to other	-	-	3,100	3,100
Retainage payable	-	-	315,547	315,547
Developer advance	13,208	-	-	13,208
Total liabilities	<u>59,778</u>	<u>-</u>	<u>327,705</u>	<u>387,483</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	33,832	195,298	-	229,130
Total deferred inflows of resources	<u>33,832</u>	<u>195,298</u>	<u>-</u>	<u>229,130</u>
Fund balances:				
Restricted				
Debt service	-	327,837	-	327,837
Capital projects	-	-	(316,727)	(316,727)
Unassigned	(28,835)	-	-	(28,835)
Total fund balances	<u>(28,835)</u>	<u>327,837</u>	<u>(316,727)</u>	<u>(17,725)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 64,775</u>	<u>\$ 523,135</u>	<u>\$ 10,978</u>	<u>\$ 598,888</u>

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Developer contribution	\$ -	\$ -	\$ 360,549	0%
Total revenues	<u>-</u>	<u>-</u>	<u>360,549</u>	0%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	6,459	0%
Management/accounting/recording**	4,000	12,000	48,000	25%
Legal	318	499	25,000	2%
Engineering	-	-	2,000	0%
Audit	-	-	5,300	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	166	500	2,000	25%
Trustee*	-	-	3,750	0%
EMMA software system	-	875	3,500	25%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	8,250	61%
Contingencies/bank charges	80	336	1,500	22%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,622</u>	<u>19,560</u>	<u>110,549</u>	18%
Field operations				
Field operations	-	-	250,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>250,000</u>	0%
Total expenditures	<u>4,622</u>	<u>19,560</u>	<u>360,549</u>	5%
Excess/(deficiency) of revenues over/(under) expenditures	(4,622)	(19,560)	-	
Fund balances - beginning	<u>(24,213)</u>	<u>(9,275)</u>	-	
Fund balances - ending	<u>\$ (28,835)</u>	<u>\$ (28,835)</u>	<u>\$ -</u>	

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2025
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 314,998	0%
Interest	1,072	4,139	-	N/A
Total revenues	<u>1,072</u>	<u>4,139</u>	<u>314,998</u>	1%
EXPENDITURES				
Principal	-	-	70,000	
Interest	-	123,260	246,520	50%
Total debt service	<u>-</u>	<u>123,260</u>	<u>316,520</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	1,072	(119,121)	(1,522)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(79)	-	N/A
Total other financing sources	<u>-</u>	<u>(79)</u>	<u>-</u>	N/A
Net change in fund balances	1,072	(119,200)	(1,522)	
Fund balances - beginning	<u>326,765</u>	<u>447,037</u>	<u>438,258</u>	
Fund balances - ending	<u>\$ 327,837</u>	<u>\$ 327,837</u>	<u>\$ 436,736</u>	

**FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED DECEMBER 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 20	\$ 64
Total revenues	20	64
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	20	64
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	79
Total other financing sources/(uses)	-	79
Net change in fund balances	20	143
Fund balances - beginning	(316,747)	(316,870)
Fund balances - ending	\$ (316,727)	\$ (316,727)

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Fish Lake Cove Community Development District held a Public Hearing and Regular Meeting on August 21, 2025 at 2:00 p.m., at the Hart Memorial Library, 211 East Dakin Avenue, Second Floor, Roseada Room - HMC, Kissimmee, Florida 34741.

Present:

John Good	Chair
Carson Good	Assistant Secretary
Paul Linder	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas (via telephone)	Wrathell Hunt and Associates LLC
Savannah Hancock (via telephone)	Kilinski Van Wyk PLLC
Steve Boyd (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:07 p.m. Supervisors Carson Good, John Good and Linder were present. Supervisors Keen and Franklin were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

A. Affidavit of Publication

B. Consideration of Resolution 2025-14, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom presented Resolution 2025-14. The budget is unchanged from when it was last presented. This is a Developer-contribution budget, with expenses paid as they are incurred.

Mr. Rom stated Fiscal Year 2026 is October 1, 2025 through September 30, 2026.

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On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Linder and seconded by Mr. John Good, with all in favor, the Public Hearing was closed.

On MOTION by Mr. John Good and seconded by Mr. Carson Good, with all in favor, Resolution 2025-14, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-15, Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2025-15 and read the title.

On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor, Resolution 2025-15, Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Disclosure of Public Financing and Maintenance of Improvements to Real Property

Ms. Hancock presented the Disclosure of Public Financing and Maintenance of Improvements to Real Property.

On MOTION by Mr. John Good and seconded by Mr. Carson Good, with all in favor, the Disclosure of Public Financing and Maintenance of Improvements to Real Property, was approved.

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SIXTH ORDER OF BUSINESS

Consideration of Special Districts Performance Measures and Standards Reporting FY2026

Mr. Rom presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

On MOTION by Mr. John Good and seconded by Mr. Carson Good, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Mr. Rom noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

On MOTION by Mr. Carson Good and seconded by Mr. John Good, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

EIGHTH ORDER OF BUSINESS

Ratification Items

- A. Affidavits Regarding Costs Paid - 2025 Project Improvements - Series 2025 Bonds**
 - I. Boyd Civil Engineering [engineering Related to CIP – Drawings, Document Review \$3,966]**
 - II. Cox Arborculture Service, LLC [Tree Removal \$10,200]**
 - III. Johnston’s Surveying, LLC [Survey - Public Areas \$15,250]**
- B. Requisitions (provided under separate cover)**
 - I. Kilinski Van Wyk, PLLC \$8,085.00**
 - II. Boyd Civil Engineering, Inc. \$7,143.44**
 - III. Bio-Tech Consulting \$116,400.00**

- 122 IV. Arbor Solutions Service \$3,100.00
- 123 V. Good-Keewin Development, LLC \$80,132.00
- 124 VI. Jon M. Hall Company \$260,087.51
- 125 VII. Kilinski Van Wyk, PLLC \$3,174.00
- 126 VIII. Good-Keewin Development, LLC \$99,999.99
- 127 IX. Permacast, LLC \$28,890.00
- 128 X. Cox Arboriculture Services, LLC \$3,000.00
- 129 XI. Boyd Civil Engineering, Inc. \$520.00
- 130 XII. Kilinski Van Wyk, PLLC \$2,975.50
- 131 XIII. Boyd Civil Engineering, Inc. \$8,059.11
- 132 XIV. Jon M. Hall Company \$1,631,895.48
- 133 XV. Gilbert Development \$6,823.32
- 134 XVI. Good-Keewin Development, LLC \$156,670.30
- 135 XVII. Good-Keewin Development, LLC \$66,666.66
- 136 XVIII. Jon M. Hall Company \$919,051.22
- 137 XIX. Boyd Civil Engineering, Inc. \$654.00
- 138 XX. Nelson Mullins \$845.00
- 139 XXI. Kilinski Van Wyk, PLLC \$1,331.00

140 **On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor,**
 141 **Ratification Items 8A and 8B, and all sub items as listed, were ratified.**

144 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2025**

147 Mr. Rom stated Staff will follow up regarding the funding requests.

148 **On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor,**
 149 **the Unaudited Financial Statements as of June 30, 2025, were accepted.**

152 **TENTH ORDER OF BUSINESS**

**Approval of April 17, 2025 Regular Meeting
and Audit Committee Meeting Minutes**

155 **On MOTION by Mr. John Good and seconded by Mr. Carson Good, with all in**
 156 **favor, the April 17, 2025 Regular Meeting and Audit Committee Meeting**
 157 **Minutes, as presented, were approved.**

159

160 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

161

162 **A. District Counsel: Kilinski | Van Wyk PLLC**

163 Ms. Hancock reminded the Board Members to complete the required four hour of ethics
164 training by December 31, 2025.

165 **B. District Engineer: Boyd Civil Engineering, Inc.**

166 Mr. Boyd stated construction is underway and everything is running smoothly.

167 **C. District Manager: Wrathell, Hunt and Associates, LLC**

- 168 • **NEXT MEETING DATE: September 18, 2025 at 2:00 PM**

- 169 ○ **QUORUM CHECK**

170 Mr. Rom stated the September 18, 2025 meeting will be cancelled.

171 Mr. Rom noted that the Board has yet to adopt a Fiscal Year 2025/2026 Meeting
172 Schedule. The Board consensus was to schedule meetings for the third Thursday of each month
173 at 1:30 p.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

174 **On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor,**
175 **scheduling the Fiscal Year 2025/2026 Meeting Schedule with meetings on the**
176 **third Thursday of each month, at 1:30 p.m., at Johnston’s Surveying, Inc., 900**
177 **Cross Prairie Parkway, Kissimmee, Florida 34744, was approved.**

178

179 A Resolution adopting the Fiscal Year 2025/2026 Meeting Schedule will be presented at
180 the next meeting.

181

182 **TWELFTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

183

184 There were no Board Members’ comments or requests.

185

186 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

187

188 No members of the public spoke.

189

190 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

191

192 **On MOTION by Mr. John Good and seconded by Mr. Linder, with all in favor,**
193 **the meeting adjourned at 2:20 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

FISH LAKE COVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

FISH LAKE COVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025 CANCELED	Regular Meeting	1:30 PM
November 20, 2025* CANCELED	Regular Meeting	1:30 PM
December 18, 2025 CANCELED	Regular Meeting	1:30 PM
January 15, 2026 CANCELED	Regular Meeting	1:30 PM
February 19, 2026	Regular Meeting	1:30 PM
March 19, 2026	Regular Meeting	1:30 PM
April 16, 2026	Regular Meeting	1:30 PM
May 21, 2026	Regular Meeting	1:30 PM
June 18, 2026	Regular Meeting	1:30 PM
July 16, 2026	Regular Meeting	1:30 PM
August 20, 2026	Regular Meeting	1:30 PM
September 17, 2026	Regular Meeting	1:30 PM