

Capital Trust Authority, Inc.
Meeting of the Board of Directors

Thursday, October 22, 2026

9:00 AM.

**315 Fairpoint Drive
Gulf Breeze, FL 32561**

Meeting called by:	Denis A. McKinnon, III	Type of meeting:	Regular
Facilitator:	Chris Kemp Chair	Note Taker:	Connie Beargie Office Administrator

Attendees: Chris Kemp (Chair), Christy Larkins (Vice Chair), Cherry Fitch (Secretary), Deborah Roche (Asst. Secretary), JB Schluter, Bobby Potomski, Harrison Willder, Kareem Spratling (General Counsel), Samantha Abell (City Manager), Mark Jackson (Senior Analyst), and Denis McKinnon, III (Executive Director).

Please bring: Attached supplements

Agenda

<u>Item:</u>	<u>Description:</u>	<u>Presenter:</u>
1.	Call to Order	Chris Kemp
2.	Minutes – September 8, 2026	Denis McKinnon, III
3.	Award Resolution 26-26 – AcadeMir High School	Mark Jackson
4.	Award Resolution 27-26 – Embraer Jet Services	Mark Jackson
5.	Award Resolution 28-26 – San Jose Schools	Denis McKinnon, III
6.	Inducement Resolution 29-26 – Family Christian Center	Denis McKinnon, III
7.	Authorizing Resolution 30-26 – Park at Lake Como Land Use Restriction Agreement	Denis McKinnon, III
8.	Pipeline Report	Denis McKinnon, III
9.	Adjourn	Chris Kemp

**MINUTES OF THE
CAPITAL TRUST AUTHORITY, INC.**

The 53rd meeting of the Capital Trust Authority, Inc., Gulf Breeze, Florida, was held at 315 Fairpoint Dr, Gulf Breeze, Florida, on Tuesday, September 9th, 2026, at 9:00 a.m.

The following Board Members were present: Christy Larkins (Vice Chairman), Cherry Fitch (Secretary), Deborah Roche (Asst. Secretary), Harry Wilder (Board Member), Mayor JB Schluter (Mayor and Board Member). Also attending were Denis McKinnon (Executive Director), Connie Beargie (Office Administrator) and Mark Jackson (Senior Financial Analyst). Attending via teleconference was J. Caden Strain (BMO), Kareem Spratling (BMO and Robert Ryan (First Tryon Advisors).

AGENDA ITEM:

Authority Minutes from August 20, 2026

DISCUSSION:

No Discussion.

MOTION/ACTION:

Mayor JB Schluter made a motion to approve the minutes as presented. Cherry Fitch seconded. The vote for approval was unanimous, with a 5-0 result.

AGENDA ITEM:

Inducement Resolution 24-26 – Bristal at Boca Raton

DISCUSSION:

Bristal at Boca Raton is a proposed senior living community to be located in Boca Raton, Florida. The project will consist of a single four story, 151 unit assisted living and memory care facility with 20% of the units at or below 50% of the area median income (AMI). The purpose of the bonds is to finance the development, construction, furnishing, equipping and leasing of the premises.

Christy Larkins appreciated the market study identifying the deficit and need for this type of facility in the area.

Denis McKinnn stated the IRS sets private activity bond volume caps based on the state's population and housing projects of this type typically require private activity bonds (PAB). The Authority will be able to apply for PAB funds again in January.

Harry Wilder asked who monitors the 20/50% AMI rule. Denis McKinnon replied an independent professional consultant will monitor and report the housing integrity for compliance. Kareem Spratling further stated the Land Use Requirement Agreement (LURA) will require the enforcement of the AMI rule.

MOTION/ACTION:

Cherry Fitch made a motion to approve Resolution 24-26 as presented. Mayor JB Schluter seconded. The vote for approval was unanimous, with a 5-0 result.

AGENDA ITEM:

Inducement Resolution 25-26 – MUNificent District Health

DISCUSSION:

Munificent District Health is a non-profit formed to own and operate healthcare and behavioral health facilities. The purpose of the bonds is to acquire a portfolio of behavioral healthcare facilities consisting of a clinical services treatment center in Lantana, a small office in Delray Beach, and purchase three sober living homes located in Lake Worth Beach.

Mark Jackson stated the total issuance will be jointly held with the California Public Finance Authority (Cal-PFA) which will consist of the acquisition of a larger portfolio of facilities located outside Florida. Mark Jackson stated all facilities will be managed by the existing management team.

Cherry Fitch asked if the patients will live in the facilities long term or just while recovering from substance abuse. Mark Jackson replied it is for recovery only.

Harry Wilder asked why the need for the Cal-PFA. Kareem Spratling stated it is beneficial to split the bond issues between states to will help save on taxes and other fees.

MOTION/ACTION:

Deborah Roche made a motion to approve Resolution 25-26 as presented. Mayor JB Schluter seconded. The vote for approval was unanimous, with a 5-0 result.

AGENDA ITEM:

Authority Investment Policy

DISCUSSION:

Denis McKinnon introduced Robert Ryan with First Tryon Advisors. Robert Ryan has assisted the City of Gulf Breeze with their investment policy and as a result the City has a strong policy.

Denis McKinnon stated the proposed policy adopts the Florida Statutes order of priorities: Safety of principal first, liquidity second and return third. Denis stated \$500,000 in liquid assets plus \$300,000 for 6 months of working capital is the recommended amount to be held as liquidity reserve funds.

Harry Wilder mentioned that 2.3 million in retained earnings is significant. Denis McKinnon replied that the long term goal is to grow that amount to 10 million and have it properly invested as a result of our investment policy. Denis McKinnon mentioned that all funds ultimately inure to the City and that CTA is honored to be in the position to provide funding for the City's special projects.

MOTION/ACTION:

Harry Wilder made a motion to adopt the Capital Trust Authority Investment Policy as amended and presented today. Deborah Roche seconded. The vote for approval was unanimous, with a 5-0 result.

AGENDA ITEM:

Pipeline Report

DISCUSSION:

Denis McKinnon presented the pipeline report and asked for a motion to clarify that the Underwriter for the Waters of North Port project, D.A. Davidson may also serve as the private placement agent, as the transaction dictates. The bonds will be sold to a single investor.

MOTION/ACTION:

Deborah Roche made a motion to permit D.A. Davidson to serve as either Placement Agent, or Underwriter, as the transaction specifics dictate. Cherry Fitch seconded. The vote for approval was unanimous, with a 5-0 result.

AGENDA ITEM:

Capital Trust Authority – FYE 7-31-2026 Financials

DISCUSSION:

No discussion

MOTION/ACTION:

No motion required.

No other formal business of the board was taken, and the meeting adjourned at approximately 9:55 am.

Minutes submitted by: _____ Connie Beargie, Office Administrator

Approved by: _____ Christy Larkins, Vice-Chairman

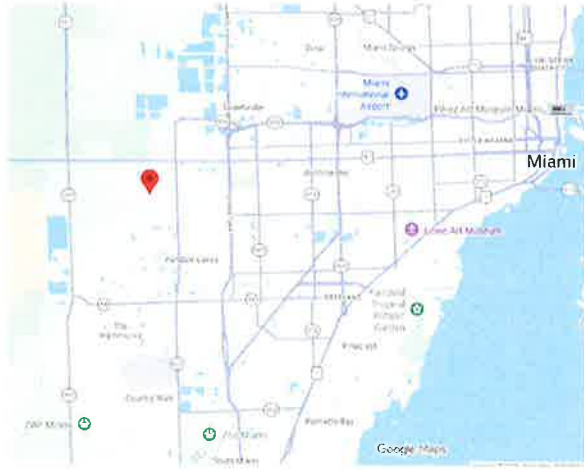
TO: Capital Trust Authority Board of Directors
FROM: Denis McKinnon, III
RE: AcadeMir Charter Schools, Inc.
DATE: October 13, 2026

Introduction

AcadeMir Charter Schools, Inc. ("AcadeMir" or the "Borrower") has submitted an application to the Capital Trust Authority (the "Authority") for the issuance of not to exceed \$55,000,000 of tax-exempt bonds to finance the costs of constructing, installing, and equipping a new educational facility to be known as AcadeMir Charter High School West, including related facilities, fixtures, furnishings, and equipment.

Description of the Borrower

The Authority first issued bonds on behalf of the Borrower in July 2021, and then in 2024 and again in 2025. As part of the 2025 bond issuance, the Borrower acquired the land and completed the predevelopment necessary to return to the Board for the development of the AcadeMir Charter High School West campus.



Description of the Project

The Facilities consist primarily of a new educational facility to be located at 2900 SW 147th Avenue, Miami, Florida 33185, to accommodate approximately 1,600 students in grades 6–12, to be approximately 110,894 square feet, to be known as “AcadeMir Charter High School West,” including related facilities, fixtures, furnishings and equipment.

The total project budget is \$44,727,228.40, of which \$33,000,000 is allocated to new construction costs, with the balance allocated to soft costs, furnishings, fixtures and equipment, and other project costs as detailed in the Sources and Uses. The project consists

entirely of new construction; no refinancing of existing indebtedness is contemplated as part of this financing.

Financing

Building Hope Services, LLC serves as Financial Advisor to AcadeMir. Raymond James is serving as the Underwriter. Bryant Miller Olive is serving as the Bond and Issuer's Counsel.

Bonds will be used to finance the acquisition of the property, fund a maintenance reserve fund, capitalized interest, debt reserve fund, and costs of issuance. Bonds will be issued in \$100,000 denominations with \$5,000 increments thereafter.

Recommendation

It is the recommendation of Authority staff that the Board adopt Resolution 26-26, authorizing the issuance of not to exceed \$55,000,000 on behalf of the Borrower. We look forward to seeing you at our meeting on October 13.

AGENDA ITEM:

Inducement Resolution 16-26 – AcadeMir High School

DISCUSSION:

AcadeMir Charter High School West Campus is a proposed educational facility to be located in Miami, Florida. The financing would include a 110,894 square foot building, including fixtures, furnishing and equipment in order to accommodate approximately 1,600 students in grades 6-12.

Denis McKinnon gave a brief overview of the project and stated both the Agency and the Authority have worked on behalf of this borrower in the past. The charter continues to perform well and is highly regarded within the community.

Cherry Fitch asked if the charter has one school board for all the AcadeMir schools. Denis McKinnon replied that AcadeMir Charter School receives authorization from the school district to operate as a charter school and is governed by district school board.

MOTION/ACTION:

Deborah Roche made a motion to approve Resolution 16-26 as presented. Bobby Potomski seconded. The vote for approval was unanimous, with a 4-0 result.

RESOLUTION NO. 26-26

A RESOLUTION OF THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY AWARDING THE SALE OF NOT TO EXCEED \$55,000,000 CAPITAL TRUST AUTHORITY EDUCATIONAL FACILITIES REVENUE BONDS (ACADEMIR CHARTER SCHOOLS, INC. PROJECT), IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, OR BOTH, FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE PROJECT HEREIN DESCRIBED; AUTHORIZING EXECUTION AND DELIVERY OF A FOURTH AMENDMENT AND SUPPLEMENT TO TRUST INDENTURE AND A THIRD AMENDMENT AND SUPPLEMENT TO LOAN AGREEMENT FOR SUCH BONDS; ACKNOWLEDGING THE USE OF OFFERING MATERIALS IN CONNECTION WITH MARKETING SUCH BONDS AND OTHER ACTIONS IN CONNECTION WITH DELIVERY OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION WITH THE SERIES 2026 BONDS; PROVIDING FOR A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Authority (the "Issuer") is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement, dated as of June 6, 2022, between Gulf Breeze and Quincy, as may be amended and supplemented from time-to-time; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), and is empowered pursuant to the Act to sell and deliver its revenue bonds for the purpose of financing or refinancing, including through reimbursement, and advancing the general welfare of the State and its people by providing for "educational facilities, " as defined by the Act; and

WHEREAS, pursuant to the Act, the Issuer may issue its revenue bonds for the purpose of developing and maintaining the public welfare and relieving the burdens of government by financing and refinancing capital facilities for for-profit and non-profit organizations and for participating public agencies within and without the State, including the Issuer; and

WHEREAS, the Capital Trust Agency (the "Prior Issuer") has heretofore executed and delivered a Trust Indenture, dated as of July 1, 2021 (the "Original Indenture"), as amended and supplemented by a First Amendment and Supplement to Trust Indenture, dated as of September 1, 2021 (the "First Supplemental Indenture"), and a Second Amendment and Supplement to Trust Indenture, dated as of September 1, 2025 (the "Second Supplemental Indenture"), each by and between the Prior Issuer and UMB Bank, National Association, or such other corporate trustee as may be approved by the Issuer Authorized Representatives (as hereinafter defined), as successor trustee (the "Trustee"); and

WHEREAS, pursuant to the Original Indenture, on July 8, 2021, the Prior Issuer issued its Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2021A and its Taxable Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2021B (collectively, the "Series 2021 Bonds"); and

WHEREAS, the proceeds of the Series 2021 Bonds were loaned to AcadeMir Charter Schools, Inc., a Florida not for profit corporation (the "Borrower") and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), whose principal place of business is 5420 SW 157 Avenue, Bay 5, Miami, Florida 33185, pursuant to a Loan Agreement, dated as of July 1, 2021 (the "Original Loan Agreement"), by and between the Prior Issuer and the Borrower, in order to finance the Series 2021 Project (as defined in the Original Indenture); and

WHEREAS, pursuant to the Original Indenture as amended and supplemented by the First Supplemental Indenture, on September 30, 2021, the Prior Issuer issued its Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2021A-2 and its Taxable Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2021B-2 (collectively, the "Series 2021-2 Bonds"); and

WHEREAS, the proceeds of the Series 2021-2 Bonds were loaned to the Borrower pursuant to the Original Loan Agreement, as amended and supplemented by a First Amendment and Supplement to Loan Agreement, dated as of September 1, 2021 (the "First Supplemental Loan Agreement"), by and between the Borrower and the Prior Issuer, in order to finance the Series 2021-2 Project (as defined in the First Supplemental Indenture); and

WHEREAS, pursuant to the Original Indenture as amended and supplemented by the Third Amendment and Supplement to Trust Indenture, dated as of September 1, 2025 (the "Third Supplemental Indenture"), on September 12, 2025, the Issuer issued its Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2025A and its Taxable Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project), Series 2025B (collectively, the "Series 2025 Bonds"); and

WHEREAS, the proceeds of the Series 2025 Bonds were loaned to the Borrower pursuant to the Original Loan Agreement, as amended and supplemented by a Second Amendment and

Supplement to Loan Agreement, dated as of September 1, 2025 (the "Second Supplemental Loan Agreement"), by and between the Borrower and the Issuer, in order to finance the Series 2025 Project (as defined in the Third Supplemental Indenture); and

WHEREAS, the Issuer has been requested by the Borrower, to issue its revenue bonds to finance or refinance the Project (as hereinafter defined) on behalf of the Borrower and fund the loan program herein described (collectively, the "Plan of Finance") for the purpose, among other things, of financing or refinancing, including through reimbursement, the Project; and

WHEREAS, pursuant to the Act and the Plan of Finance, the Issuer did on August 3, 2026, duly adopt Resolution No. 16-26 (the "Inducement Resolution") expressing its intent to issue its not to exceed \$55,000,000 Educational Facilities Revenue Bonds in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, or both (collectively, the "Bonds") and authorizing a loan program (the "Program") to loan the proceeds thereof to the Borrower for the purpose of financing or refinancing, including through reimbursement, (i) the construction, installation and equipping of certain educational facilities, all fully described on Schedule I attached hereto (collectively, the "Facilities"); (ii) the funding of a deposit to the Reserve Account (as defined in the Original Indenture); (iii) the funding of capitalized interest; and (iv) the payment of certain costs of issuing the Series 2026 Bonds (as hereinafter defined) as Additional Bonds (as defined in the Original Indenture) (collectively, the "Project"); and

WHEREAS, by the Inducement Resolution and this Resolution, approvals will have been duly and validly provided for pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance or refinance all or any part of the cost of the Project, and the Issuer now desires to issue, sell and deliver its Bonds in an aggregate principal amount of not to exceed \$55,000,000, as Additional Bonds pursuant to the Original Indenture, as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and as particularly amended and supplemented by a Fourth Amendment and Supplement to Trust Indenture, between the Issuer and the Trustee (the "Fourth Supplemental Indenture" and, together with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"); and

WHEREAS, pursuant to Section 147(f) of the Code, a telephonic public hearing was scheduled with respect to the Project and held on behalf of the county in which the Project is located (the "County") on August 24, 2026, and the elected representative approval was received from the Governor of the State, as an applicable elected representative of the State (the "Host Jurisdiction"), on September 29, 2026; and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was scheduled and held on behalf of the Issuer on September 9, 2026, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and the elected representative approval was received on September 9, 2026; and

WHEREAS, the Issuer has determined that issuing its Bonds for the purposes of financing or refinancing the Project serves a public purpose and is in the best interest of the citizens and residents of the County, the Host Jurisdiction and the people of the State, to implement the Program through the financing or refinancing of the Project, and to loan the proceeds of the Series 2026 Bonds to the Borrower pursuant to the Original Loan Agreement, as amended and supplemented by the First Supplemental Loan Agreement and a Second Supplemental Loan Agreement, and as particularly amended and supplemented by a Third Amendment and Supplement to Loan Agreement (the "Third Supplemental Loan Agreement" and, together with the Original Loan Agreement, the First Supplemental Loan Agreement and the Second Supplemental Loan Agreement, the "Loan Agreement"), each by and between the Issuer and the Borrower; and

WHEREAS, the Issuer hereby finds that the timing, size and complexity of the financing and the present volatility of the municipal bond market require that the terms of the Series 2026 Bonds being hereby sold be negotiated at private sale to a purchaser selected by the Borrower and approved by the Issuer rather than offered by competitive bid at public sale in order to assure the most favorable terms in the bond market and, therefore, has determined to sell such Bonds at private, negotiated sale; and

WHEREAS, the Issuer desires to acknowledge the use and distribution of a Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") and a Limited Offering Memorandum (the "Limited Offering Memorandum") in connection with the marketing of the Series 2026 Bonds and to authorize the taking of all other necessary action in connection with the issuance and delivery of the Series 2026 Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY:

Section 1. Issuance of the Series 2026 Bonds.

The Series 2026 Bonds shall be issued in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, or both designated "Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project)," with such priority among series and additional descriptive titles as may be set forth in the Fourth Supplemental Indenture, the aggregate principal amount of all of the Series 2026 Bonds being not to exceed \$55,000,000. The proceeds of the Series 2026 Bonds shall be used to fund the financing or refinancing, including through reimbursement, of the Project by making a loan to the Borrower, all as defined in the Fourth Supplemental Indenture, in the manner described in the Indenture and the Loan Agreement.

Section 2. Award of Bonds; Bond Purchase Agreement.

The matters set forth in the penultimate preamble hereof, require that the Series 2026 Bonds be a negotiated sale to a purchaser selected by the Borrower and approved by the Issuer

rather than offered by competitive bid at public sale, in order to assure the necessary flexibility to obtain the most favorable terms in the bond market. The Issuer finds that a competitive sale of the Series 2026 Bonds would in all likelihood not result in better terms or interest rates than the negotiated sale of the Series 2026 Bonds. The sale of the Series 2026 Bonds to and by Raymond James & Associates, Inc. and/or such other underwriter or underwriters selected by the borrower (collectively, the "Underwriter"), is hereby authorized pursuant to Section 218.385, Florida Statutes, as amended. Further, the Chair, the Executive Director or each of their designees are hereby authorized and empowered, on behalf of the Issuer, to authorize the inclusion of one or more additional co-managing underwriters in the marketing and sale of the Series 2026 Bonds.

The interest rates on the Series 2026 Bonds shall be established as provided in the Indenture but in any event shall not exceed 12% (except upon the occurrence and continuance of an event of default under the Indenture) and in no event shall the interest rates on the Series 2026 Bonds exceed the maximum rates permitted by law. The Series 2026 Bonds shall be sold for a price not less than 95% of the principal amount thereof, plus accrued interest, if any, with the exact price to be set forth in the final bond purchase agreement. The form of Underwriter's Negotiated Sale Disclosure Statement attached hereto as Exhibit A, which, by this reference thereto, is incorporated herein, is hereby accepted and placed on record in the minutes of the Issuer.

The Chair, Vice-Chair or Executive Director of the Issuer is hereby authorized to enter into such bond purchase agreement for the sale of the Series 2026 Bonds as the Borrower may recommend and the Executive Director of the Issuer may approve, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officer executing the same, such approval to be presumed by his execution thereof.

Section 3. Description of the Series 2026 Bonds.

The Series 2026 Bonds shall be issued in fully registered form, shall be dated, shall mature on the date or dates, and shall bear interest in the manner as shall be set forth in the Indenture.

Section 4. Redemption Provisions.

The Series 2026 Bonds shall be subject to redemption prior to maturity upon the terms and in the manner as shall be set forth in the Indenture.

Section 5. Approval of Documents.

The Fourth Supplemental Indenture in substantially the form attached hereto as Exhibit B, which, by this reference thereto, is incorporated herein, the other documents referred to therein, the Third Supplemental Loan Agreement in substantially the form attached hereto as Exhibit C, which, by this reference thereto, is incorporated herein, a tax certificate, and other documents necessary or desirable to implement the financing or refinancing of the Project

(collectively, the "Bond Documents"), are hereby approved and shall be executed by the Chair, Vice-Chair, or Executive Director of the Issuer, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

Section 6. Preliminary and Final Limited Offering Memorandum.

The use and distribution by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit D, which, by this reference thereto, is incorporated herein, in connection with the offering and sale of the Series 2026 Bonds is hereby acknowledged. The sections of the Preliminary Limited Offering Memorandum relating to the Issuer shall be subject to such changes, modifications, insertions or omissions as may be approved by the authorized officers of the Issuer including incorporation of the provisions recommended by legal counsel to the Issuer to comply with applicable securities laws, and the sections of the Preliminary Limited Offering Memorandum relating to the Issuer are hereby approved and adopted by the Issuer. The Issuer is acting solely as a conduit issuer of the Series 2026 Bonds. The Issuer is authorized to deem the information contained in the Preliminary Limited Offering Memorandum under the headings "THE ISSUER," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," and under the subheading "LITIGATION – The Issuer," as approved by this Resolution, "final" as of the date hereof, solely for the purposes and within the meaning of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission in effect from time to time, and any successor provisions to such rule. The final Limited Offering Memorandum shall be substantially in the form of the attached Preliminary Limited Offering Memorandum, with such changes, modifications, insertions and omissions as may be determined by the Underwriter and the Borrower. The use and distribution by the Underwriter of the final Limited Offering Memorandum in connection with the offering and sale of the Series 2026 Bonds is hereby acknowledged.

In adopting this Resolution, the Issuer hereby disclaims any responsibility for the Limited Offering Memorandum except for the information described as having been provided by the Issuer and expressly disclaims any responsibility for any other information included as part of the Limited Offering Memorandum.

Section 7. Designation of Professional Advisors.

The Issuer hereby designates and approves Bryant Miller Olive P.A., Tampa, Florida ("Bond Counsel") and as Issuer's Counsel ("Issuer's Counsel"), and such other professional advisors as the Chair, Vice-Chair or Executive Director may designate.

Section 8. Designation of Trustee, Paying Agent and Registrar.

UMB Bank, National Association, or such other corporate trustee as may be approved by the Issuer Authorized Representatives, is hereby designated and approved as Trustee, Paying Agent and Registrar for the Series 2026 Bonds.

Section 9. Authorization of all Other Necessary Action.

(a) The Chair, Vice-Chair, Secretary, Assistant Secretary, Executive Director of the Issuer, Issuer's Counsel and Bond Counsel (the "Issuer Authorized Representatives") are each designated agents of the Issuer in connection with the issuance and delivery of the Series 2026 Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer which are necessary or desirable in connection with the sale, execution and delivery of the Series 2026 Bonds and the Bond Documents which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the Series 2026 Bonds and the Bond Documents heretofore taken by the Issuer.

(b) In addition, subsequent to the issuance of the Series 2026 Bonds, the Chair, Vice-Chair, Secretary, Assistant Secretary, Executive Director and Bond Counsel for the Issuer are each designated agents of the Issuer in connection with refunding or refinancing of the Series 2026 Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer which are necessary or desirable in connection with the refunding or refinancing of the Series 2026 Bonds which comply with the terms of the Bond Documents. Notwithstanding the foregoing, the authority granted in this Section 9(b) shall not be construed as authority for the issuance of new debt by the Issuer to be applied to the refunding or refinancing of the Series 2026 Bonds.

Section 10. Public Purpose Determinations.

Based solely upon information provided by the Borrower, the Issuer, as a "local agency" pursuant to Chapter 159, Part II, Florida Statutes, hereby makes the following determinations:

(i) the Series 2026 Facilities are appropriate to the needs and circumstances of, and make a significant contribution to the economic growth of the County and the State, provide or preserve gainful employment, promote commerce within the State, serve a public purpose by providing educational facilities within the meaning of Chapter 159, Part II, Florida Statutes, and advance the economic prosperity and the general welfare of the State and its people;

(ii) the Borrower is the financially responsible party and is fully capable and willing to fulfill (A) its obligations under the financing documents, including the obligation of the Borrower to make loan repayments under the Loan Agreement in the amounts and at

the times required to provide for the timely payment of the principal of, premium, if any, and interest on the Series 2026 Bonds herein authorized, and (B) all other obligations and responsibilities imposed under the financing documents;

(iii) the County is able to cope satisfactorily with the impact of the Series 2026 Facilities and is able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, necessary for the Series 2026 Facilities, including operation, repair and maintenance thereof and on account of any increase in population or other circumstances resulting therefrom;

(iv) adequate provision will be made in the financing documents for the operation, repair and maintenance of the Series 2026 Facilities at the expense of the Borrower and for the payment by the Borrower of certain fees and expenses incurred in connection with the issuance of the Series 2026 Bonds, and that the loan repayments under the Loan Agreement are sufficient to pay the principal of, premium, if any, and interest on the Series 2026 Bonds herein authorized; and

(v) the Series 2026 Facilities constitute a "project" within the meaning of the Act.

In accordance with Section 159.29, Florida Statutes, the foregoing determinations of public purpose shall be final and conclusive.

Section 11. No Third Party Beneficiaries.

Unless specifically noted, nothing in this Resolution or in the Bond Documents, express or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Borrower, the holders of the Series 2026 Bonds, the Underwriter and the Trustee any right, remedy or claim, legal or equitable, under and by reason of any provision of this Resolution or of the Bond Documents. This Resolution and the Bond Documents are for the sole and exclusive benefit of the Issuer, the Borrower, the holders of the Series 2026 Bonds, the Underwriter and the Trustee.

Section 12. Severability.

In case any one or more of the provisions of this Resolution, the Bond Documents or the Series 2026 Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, the Bond Documents or the Series 2026 Bonds, as the case may be, and they shall be construed and enforced without consideration of such illegal or invalid provisions.

Section 13. No Personal Liability.

No covenant, stipulation, obligation or agreement contained in this Resolution or contained in the Bond Documents, the Series 2026 Bonds, or any instrument contemplated by

each shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his or her individual capacity, and no member of the Issuer executing the Series 2026 Bonds or other documents related to the issuance of the Series 2026 Bonds including those approved by this Resolution shall be liable personally for such documents or the obligations under each, or be subject to any personal accountability by reason of his or her delivery or execution of such documents on behalf of the Issuer.

Section 14. Repealer.

All provisions of resolutions of the Issuer in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

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Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted on October 22, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Chair

ATTEST:

By: _____
Its: Secretary

CERTIFICATE OF SECRETARY

I, Cherry Fitch, Secretary of the Capital Trust Authority, Santa Rosa County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 26-26 and its supporting exhibits as the same was duly adopted and passed at a public meeting of the Board of Directors of the Capital Trust Authority on the 22nd day of October, 2026, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of October, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Secretary

EXHIBIT A

FORM OF NEGOTIATED SALE DISCLOSURE STATEMENT

[DATE]

Capital Trust Authority
Gulf Breeze, Florida

AcadeMir Charter Schools, Inc.
Miami, Florida

Re: \$_____ Capital Trust Authority Educational Facilities Revenue Bonds (AcadeMir Charter Schools, Inc. Project) (the "Bonds")

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of Bonds as set forth above, Raymond James & Associates, Inc. and/or such other underwriter or underwriter's selected by the borrower (collectively, the "Underwriter"), makes the following disclosures to Capital Trust Authority (the "Issuer") and AcadeMir Charter Schools, Inc., a Florida not for profit corporation (the "Borrower") and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. All capitalized terms not otherwise defined herein shall have the respective meanings specified in the Bond Purchase Agreement dated the date hereof among the Underwriter, the Issuer and the Borrower (the "Bond Purchase Agreement"). The Underwriter is acting as underwriter in connection with the offering or sale of the Bonds. The underwriting fees to be paid to the Underwriter in the Bond Purchase Agreement are equal to [____]% of the total face amount of the Bonds.

(a) The expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds are itemized on Schedule A hereto.

(b) Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter and who enters into an understanding with either the Issuer or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the Issuer and the Underwriter for the purpose of influencing any transaction in the purchase of the Bonds:

[None]

(c) The amount of underwriting spread expected to be realized is \$[_____] per \$1,000 of the Bonds and consists of the following components including the management fee indicated:

Per \$1,000

Management Fee
Average Takedown
Expenses
Total

(d) No fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds, to any persons not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter, as set forth in Schedule A attached hereto.

(e) The name and address of the Underwriter connected with the Bonds is:

Raymond James & Associates, Inc.
60 S. 6th Street, Suite 3510
Minneapolis, Minnesota 55402
Wes Olson, Managing Director

(f) *Truth in Bonding Statement.* The Bonds are being issued for the purpose of financing or refinancing, including through reimbursement, (i) the construction, installation and equipping of certain educational facilities, all fully described on Schedule I attached hereto (collectively, the "Facilities"); (ii) the funding of a deposit to the Reserve Account (as defined in the Original Indenture); (iii) the funding of capitalized interest; and (iv) the payment of certain costs of issuing the Bonds. This debt or obligation is expected to be repaid over a period of [__] years. Total interest paid over the life of the debt or obligation, assuming an interest rate (total interest cost) of [_____] % per annum, will be approximately \$[_____].

The source of repayment and security for this proposal to issue the Bonds is exclusively limited to certain revenues derived from the Borrower pursuant to the Loan Agreement. Because (a) such revenues may not be used by the Issuer for any purpose other than the purposes set forth in the Indenture, (b) the Issuer has no taxing power and the taxing power of the Issuer and the State of Florida is not pledged or involved in the Bonds, (c) the Bonds and the interest thereon do not constitute a debt of the Issuer within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the Issuer are not pledged to the payment of the principal of or the interest on the Bonds, authorizing this debt or obligation will not result in any moneys not being available to the Issuer to finance other transactions each year for the [__] year term of the Bonds. We understand that the Issuer does not require any further disclosure from the Underwriter pursuant to Section 218.385, Florida Statutes.

This statement is for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

SCHEDULE A

[INSERT SCHEDULE OF EXPENSES]

SCHEDULE I

[INSERT DESCRIPTION OF FACILITIES]

EXHIBIT B

FORM OF FOURTH SUPPLEMENTAL INDENTURE

EXHIBIT C

FORM OF THIRD SUPPLEMENTAL LOAN AGREEMENT

EXHIBIT D

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

SCHEDULE I

THE SERIES 2026 FACILITIES

The Series 2026 Facilities consist of a new educational facility, to be located at 2900 SW 147th Avenue, Miami, Florida 33185, to accommodate approximately 1,600 students in grades 6-12, to be approximately 110,894 square feet, to be known as "AcadeMir High School West," including related facilities, fixtures, furnishings and equipment.

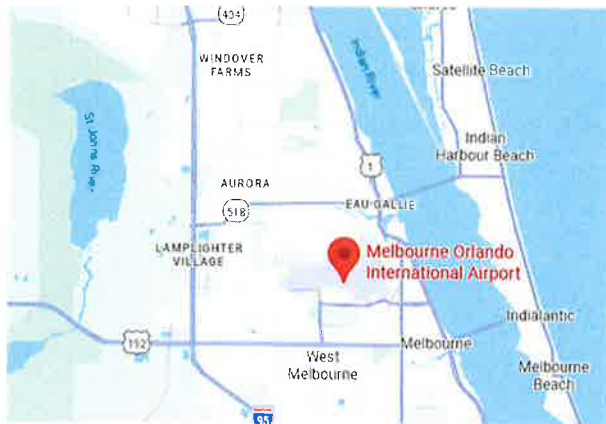
TO: Capital Trust Authority Board of Directors
FROM: Denis McKinnon, III
RE: Embraer Executive Jet Services, LLC
DATE: October 13, 2026

Introduction

Embraer Executive Jet Services, LLC (the “Borrower”) has submitted an application to the Capital Trust Authority (the “Authority”) for the issuance of Airport Facility Revenue Bonds in two series: Series 2026A (AMT) in an amount not to exceed approximately \$100,000,000 to finance the construction and equipping of a new aircraft maintenance, repair, and overhaul (“MRO”) hangar facility at Melbourne Orlando International Airport in Melbourne, Florida.

Description of the Borrower

The Borrower is a Delaware limited liability company and a wholly owned subsidiary of Embraer Aircraft Holding, Inc., a Delaware corporation, which is in turn wholly owned by Embraer S.A. (the “Guarantor”). Embraer S.A. is a Brazilian multinational aerospace company founded in 1969 and headquartered in São José dos Campos, São Paulo, Brazil. One of the world’s leading manufacturers of commercial, executive, and defense aircraft, Embraer has delivered thousands of aircraft worldwide, serves customers in more than 100 countries, and operates across four principal business segments: commercial aviation, executive jets, defense and security, and service and support. Embraer maintains its principal U.S. offices in Fort Lauderdale, Florida, and has maintained a long-standing operational presence in Florida supporting aircraft sales, services, and customer support. The financing team currently anticipates receiving a parent guarantee from Embraer S.A.



Description of the Project

Proceeds from Series 2026A will finance the construction and equipping of a purpose-built MRO hangar facility at Melbourne Orlando International Airport (MLB) in Melbourne, Brevard County, Florida. The approximately 171,296-square-foot facility will include 13 dedicated aircraft maintenance bays designed to accommodate heavy and line maintenance operations, together with tooling and equipment storage areas, aircraft parts storage and logistics areas, ground support equipment storage and staging areas, and operational

and administrative offices exclusively supporting MRO activities. Total MRO project cost is approximately \$78,000,000, consisting of approximately \$65,000,000 in construction costs and approximately \$13,000,000 in equipment.

Financing

The proposed financing will be structured as a conduit Airport Facility Revenue Bonds issued by the Authority on behalf of the Borrower. PNC Capital Markets LLC is serving as the underwriter. Bryant Miller Olive P.A. is serving as Bond, Issuer, and Company Counsel. McGuireWoods LLP is serving as Underwriter’s Counsel. The Bank of New York Mellon Trust Company, N.A., is serving as Trustee.

Bonds will be used to finance the acquisition of the property, fund a maintenance reserve fund, capitalized interest, debt reserve fund, and costs of issuance. Bonds will be issued in \$100,000 denominations with \$5,000 increments thereafter.

Recommendation

It is the recommendation of Authority staff that the Board adopt Award Resolution 27-26 approving the issuance of not to exceed \$100,000,000 in Airport Facility Revenue Bonds on behalf of the Borrower. We look forward to seeing you at our upcoming meeting on 10/13/2026.

AGENDA ITEM:

Inducement Resolution 13-26 – Embraer Jet Services

DISCUSSION:

Embraer Jet Services is a Brazilian multinational aerospace company founded in 1969. US offices are located in Fort Lauderdale. The purpose of the bonds is to finance the construction and equipping of a 171,296 square foot facility including 13 aircraft maintenance bays, aircraft parts storage and logistics areas, ground support, equipment storage and logistics areas, operational and administrative offices located at the Melbourne Orlando International Airport.

Mark Jackson stated this financing will be issued by Airport Facility Revenue Bonds and will be investment rated with a letter of credit insured by Embraer.

Bobby Potomski asked how many employees will this bring to the area. Mark Jackson stated he will follow up with these numbers at the next meeting.

MOTION/ACTION:

Deborah Roche made a motion to approve Resolution 13-26 as presented. Mayor JB Schluter seconded. The vote for approval was unanimous, with an 5-0 result.

RESOLUTION NO. 27-26

A RESOLUTION OF THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY AWARDING SALE OF NOT TO EXCEED \$100,000,000 CAPITAL TRUST AUTHORITY AIRPORT FACILITY REVENUE BONDS (EMBRAER EXECUTIVE JET SERVICES, LLC PROJECT), IN ONE OR MORE SERIES OF TAX-EXEMPT BONDS OR TAXABLE BONDS, OR BOTH, FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE PROJECT HEREIN DESCRIBED; AUTHORIZING EXECUTION AND DELIVERY OF A TRUST INDENTURE AND A LOAN AGREEMENT FOR SUCH BONDS; ACKNOWLEDGING THE USE AND DISTRIBUTION OF OFFERING MATERIALS IN CONNECTION WITH MARKETING SUCH BONDS AND OTHER ACTIONS IN CONNECTION WITH DELIVERY OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION WITH THE BONDS; PROVIDING FOR A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Authority (the "Issuer") is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement dated as of June 6, 2022, between Gulf Breeze and Quincy, as may be amended and supplemented from time-to-time; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), and is empowered pursuant to the Act to sell and deliver its revenue bonds for the purpose of financing or refinancing, including through reimbursement, and advancing the general welfare of the State and its people by providing "airport facilities," as defined by the Act; and

WHEREAS, pursuant to the Act, the Issuer may issue its revenue bonds for the purpose of developing and maintaining the public welfare and relieving the burdens of government by financing and refinancing capital facilities for for-profit and non-profit organizations and for participating public agencies within and without the State, including the Issuer; and

WHEREAS, the Issuer has been requested by Embraer Executive Jet Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Borrower"), whose principal place of business is 276 SW 34th Street, Fort Lauderdale, Florida 33315, to issue its revenue bonds to finance or refinance the Project (as hereinafter defined) on behalf of the Borrower and fund the loan program herein described (collectively, the "Plan of Finance") for the purpose, among other things, of financing or refinancing, including through reimbursement, the costs of the Project; and

WHEREAS, pursuant to the Act and the Plan of Finance, the Issuer did on June 18, 2026, duly adopt Resolution No. 13-26 (the "Inducement Resolution") expressing its intent to issue its not to exceed \$100,000,000 Airport Facility Revenue Bonds in one or more series of tax-exempt bonds or taxable bonds, or both (collectively, the "Bonds") and authorizing a loan program (the "Program") to loan the proceeds thereof to the Borrower for the purpose of financing or refinancing, including through reimbursement, (i) the development, construction, and equipping of certain airport facilities, as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (collectively, the "Facilities"); and (ii) the payment of certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, by the Inducement Resolution and this Resolution, approvals will have been duly and validly provided for pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance or refinance all or any part of the cost of the Project, and the Issuer now desires to issue, sell and deliver its Bonds in an aggregate principal amount of not to exceed \$100,000,000, pursuant to a Trust Indenture more particularly described herein (the "Indenture") between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a telephonic public hearing was scheduled with respect to the Project and held on behalf of the county in which the Facilities are located (the "County") on September 18, 2026, and that elected representative approval was received from the Governor of the State, as an applicable elected representative of the State (the "Host Jurisdiction"), on September 30, 2026; and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was scheduled with respect to the Project and held on behalf of the Issuer on October 5, 2026, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and the elected representative approval was received on October 5, 2026; and

WHEREAS, the Issuer has determined that issuing its Bonds for the purposes of financing or refinancing the Project serves a public purpose and is in the best interest of the citizens and residents of the County, the Host Jurisdiction and the people of the State, to implement the Program through the financing or refinancing of the Project, and to loan the proceeds of the Bonds to the Borrower pursuant to the hereafter described Loan Agreement (the "Loan Agreement"); and

WHEREAS, the Issuer hereby finds that the timing, size and complexity of the financing and the present volatility of the municipal bond market require that the terms of each series of the Bonds being hereby sold be negotiated at private sale to a purchaser selected by the Borrower and approved by the Issuer rather than offered by competitive bid at public sale in order to assure the most favorable terms in the bond market and, therefore, has determined to sell such Bonds at private, negotiated sale; and

WHEREAS, the Issuer desires to acknowledge the use and distribution of an Official Statement (the "Official Statement") in connection with the marketing of the Bonds and to authorize the taking of all other necessary action in connection with the issuance and delivery of the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY:

Section 1. Issuance of Bonds.

The Bonds shall be issued in one or more series of tax-exempt bonds or taxable bonds, or both designated "Airport Facility Revenue Bonds (Embraer Executive Jet Services, LLC Project)," with such priority among series and additional descriptive titles as may be set forth in the Indenture, the aggregate principal amount of all of the Bonds being not to exceed \$100,000,000. The proceeds of the Bonds shall be used to fund the financing or refinancing, including through reimbursement, of the Project by making a loan to the Borrower, all as defined in the Indenture, in the manner described in the Indenture and the Loan Agreement.

Section 2. Award of Bonds; Bond Purchase Agreement.

The matters set forth in the penultimate preamble hereof require that the Bonds be a negotiated sale to a purchaser selected by the Borrower and approved by the Issuer rather than offered by competitive bid at public sale, in order to assure the necessary flexibility to obtain the most favorable terms in the bond market. The Issuer finds that a competitive sale of the Bonds would in all likelihood not result in better terms or interest rates than the negotiated sale of the Bonds. The sale of the Bonds to and by PNC Capital Markets LLC (the "Underwriter"), is hereby authorized pursuant to Section 218.385, Florida Statutes, as amended. Further, the Chair, the Executive Director or each of their designees are hereby authorized and empowered, on behalf of the Issuer, to authorize the inclusion of one or more additional co-managing underwriters in the marketing and sale of the Bonds.

The interest rates on the Bonds shall be established as provided in the Indenture but in any event shall not exceed 12% (except upon the occurrence and continuance of an event of default under the Indenture) and in no event shall the interest rates on the Bonds exceed the maximum rates permitted by law. The Bonds shall be sold for a price not less than 98% of the principal amount thereof, plus accrued interest, if any, with the exact price to be set forth in the

final bond purchase agreement. The form of Underwriter's Negotiated Sale Disclosure Statement attached hereto as Exhibit A, which, by this reference thereto, is incorporated herein, is hereby accepted and placed on record in the minutes of the Issuer.

The Chair, Vice-Chair or Executive Director of the Issuer is hereby authorized to enter into such bond purchase agreement for the sale of the Bonds as the Borrower may recommend and the Executive Director of the Issuer may approve, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officer executing the same, such approval to be presumed by his execution thereof.

Section 3. Description of the Bonds.

The Bonds shall be issued in fully registered form, shall be dated, shall mature on the date or dates, and shall bear interest in the manner as shall be set forth in the Indenture.

Section 4. Redemption Provisions.

The Bonds shall be subject to redemption prior to maturity upon the terms and in the manner as shall be set forth in the Indenture.

Section 5. Approval of Documents.

The Indenture in substantially the form attached hereto as Exhibit B, which, by this reference thereto, is incorporated herein, the other documents referred to therein, the Loan Agreement in substantially the form attached hereto as Exhibit C, which, by this reference thereto, is incorporated herein, a tax certificate, and other documents necessary or desirable to implement the financing or refinancing of the Project (collectively, the "Bond Documents"), are hereby approved and shall be executed by the Chair, Vice-Chair, or Executive Director of the Issuer, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

Section 6. The Official Statement.

The use and distribution by the Underwriter of an Official Statement substantially in the form attached hereto as Exhibit D, which, by this reference thereto, is incorporated herein, in connection with the offering and sale of the Bonds is hereby acknowledged. The sections of the Official Statement relating to the Issuer shall be subject to such changes, modifications, insertions or omissions as may be approved by the authorized officers of the Issuer including incorporation of the provisions recommended by legal counsel to the Issuer to comply with applicable securities laws, and the sections of the Official Statement relating to the Issuer are hereby approved and adopted by the Issuer. The Issuer is acting solely as a conduit issuer of the Bonds. The Issuer is authorized to deem the information contained in the Official Statement under the headings "THE ISSUER" and "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS" and the

subheading, "LITIGATION – The Issuer" as approved by this Resolution, "final" as of the date hereof, solely for the purposes and within the meaning of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission in effect from time to time, and any successor provisions to such rule. The final Official Statement shall be substantially in the form of the attached Official Statement, with such changes, modifications, insertions and omissions as may be determined by the Underwriter and the Borrower. The use and distribution by the Underwriter of the final Official Statement in connection with the offering and sale of the Bonds is hereby acknowledged

In adopting this Resolution, the Issuer hereby disclaims any responsibility for the Official Statement except for the information described as having been provided by the Issuer and expressly disclaims any responsibility for any other information included as part of the Official Statement.

Section 7. Designation of Professional Advisors.

The Issuer hereby designates and approves Bryant Miller Olive P.A., Tampa, Florida ("Bond Counsel") and as Issuer's Counsel ("Issuer's Counsel"), and such other professional advisors as the Chair, Vice-Chair or Executive Director may designate.

Section 8. Designation of Trustee, Paying Agent and Registrar.

The Bank of New York Mellon Trust Company, N.A., or such other corporate trustee as may be approved by an Issuer Authorized Representative (as hereinafter defined), is hereby designated and approved as Bond Trustee, Paying Agent and Registrar for the Bonds.

Section 9. Authorization of all Other Necessary Action.

(a) The Chair, Vice-Chair, Secretary, Assistant Secretary, and Executive Director of the Issuer (the "Issuer Authorized Representatives"), Issuer's Counsel and Bond Counsel are each designated agents of the Issuer in connection with the issuance and delivery of the Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer which are necessary or desirable in connection with the sale, execution and delivery of the Bonds and the Bond Documents which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the Bonds and the Bond Documents heretofore taken by the Issuer.

(b) In addition, subsequent to the issuance of the Bonds, the Chair, Vice-Chair, Secretary, Assistant Secretary, Executive Director and Bond Counsel for the Issuer are each designated agents of the Issuer in connection with refunding or refinancing of the Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer

which are necessary or desirable in connection with the refunding or refinancing of the Bonds which comply with the terms of the Bond Documents. Notwithstanding the foregoing, the authority granted in this Section 9(b) shall not be construed as authority for the issuance of new debt by the Issuer to be applied to the refunding or refinancing of the Bonds.

Section 10. Public Purpose Determinations.

Based solely upon information provided by the Borrower, the Issuer, as a "local agency" pursuant to Chapter 159, Part II, Florida Statutes, hereby makes the following determinations:

(i) the Facilities are appropriate to the needs and circumstances of, and make a significant contribution to the economic growth of the County and the State, provide or preserve gainful employment, promote commerce within the State, serve a public purpose by providing "airport facilities" within the meaning of Chapter 159, Part II, Florida Statutes, and advance the economic prosperity and the general welfare of the State and its people;

(ii) the Borrower is the financially responsible party and is fully capable and willing to fulfill (A) its obligations under the financing documents, including the obligation of the Borrower to make loan repayments under the Loan Agreement in the amounts and at the times required to provide for the timely payment of the principal of, premium, if any, and interest on the Bonds herein authorized, and (B) all other obligations and responsibilities imposed under the financing documents;

(iii) the County is able to cope satisfactorily with the impact of the Facilities and is able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, necessary for the Facilities, including operation, repair and maintenance thereof and on account of any increase in population or other circumstances resulting therefrom;

(iv) adequate provision will be made in the financing documents for the operation, repair and maintenance of the Facilities at the expense of the Borrower and for the payment by the Borrower of certain fees and expenses incurred in connection with the issuance of the Bonds, and that the loan repayments under the Loan Agreement are sufficient to pay the principal of, premium, if any, and interest on the Bonds herein authorized; and

(v) the Facilities constitute a "project" within the meaning of the Act.

In accordance with Section 159.29, Florida Statutes, the foregoing determinations of public purpose shall be final and conclusive.

Section 11. No Third Party Beneficiaries.

Unless specifically noted, nothing in this Resolution or in the Bond Documents, express or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Borrower, the holders of the Bonds, the Underwriter and the Trustee any right, remedy or claim,

legal or equitable, under and by reason of any provision of this Resolution or of the Bond Documents. This Resolution and the Bond Documents are for the sole and exclusive benefit of the Issuer, the Borrower, the holders of the Bonds, the Underwriter and the Trustee.

Section 12. Severability.

In case any one or more of the provisions of this Resolution, the Bond Documents or the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, the Bond Documents or the Bonds, as the case may be, and they shall be construed and enforced without consideration of such illegal or invalid provisions.

Section 13. No Personal Liability.

No covenant, stipulation, obligation or agreement contained in this Resolution or contained in the Bond Documents, the Bonds, or any instrument contemplated by each shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his or her individual capacity, and no member of the Issuer executing the Bonds or other documents related to the issuance of the Bonds including those approved by this Resolution shall be liable personally for such documents or the obligations under each, or be subject to any personal accountability by reason of his or her delivery or execution of such documents on behalf of the Issuer.

Section 14. Repealer.

All provisions of resolutions of the Issuer in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

[Remainder of Page Intentionally Left Blank]

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted on October 22, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Chair

ATTEST:

By: _____
Its: Secretary

CERTIFICATE OF SECRETARY

I, Cherry Fitch, Secretary of the Capital Trust Authority, Santa Rosa County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 27-26 and its supporting exhibits as the same was duly adopted and passed at a public meeting of the Board of Directors of the Capital Trust Authority on the 22nd day of October, 2026, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of October, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Secretary

EXHIBIT A

FORM OF NEGOTIATED SALE DISCLOSURE STATEMENT

[DATE]

Capital Trust Authority
Gulf Breeze, Florida

Embraer Executive Jet Services, LLC
Fort Lauderdale, Florida

Re: \$_____ Capital Trust Authority Airport Facility Revenue Bonds (Embraer Executive Jet Services, LLC Project) (the "Bonds")

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of Bonds as set forth above, PNC Capital Markets LLC (the "Underwriter"), makes the following disclosures to Capital Trust Authority (the "Issuer") and Embraer Executive Jet Services, LLC, a Delaware limited liability company. All capitalized terms not otherwise defined herein shall have the respective meanings specified in the Bond Purchase Agreement dated the date hereof among the Underwriter, the Issuer and the Borrower (the "Bond Purchase Agreement"). The Underwriter is acting as underwriter in connection with the offering or sale of the Bonds. The underwriting fees to be paid to the Underwriter in the Bond Purchase Agreement are equal to [____]% of the total face amount of the Bonds.

(a) The expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds are itemized on Schedule A hereto.

(b) Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter and who enters into an understanding with either the Issuer or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the Issuer and the Underwriter for the purpose of influencing any transaction in the purchase of the Bonds:

[None]

(c) The amount of underwriting spread expected to be realized is \$[____] per \$1,000 of the Bonds and consists of the following components including the management fee indicated:

	<u>Per \$1,000</u>
Management Fee	
Average Takedown	
Expenses	
Total	

(d) No fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds, to any persons not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter, as set forth in Schedule A attached hereto.

(e) The name and address of the Underwriter connected with the Bonds is:

PNC Capital Markets LLC
1600 Market Street, 21st Floor
Philadelphia, Pennsylvania 19103
Attention: Thomas Montalbano, Managing Director

(f) *Truth in Bonding Statement.* The Bonds are being issued for the purpose of financing or refinancing, including through reimbursement, (i) the development, construction, and equipping of an approximately 171,296 square foot aircraft maintenance hangar and associated support spaces including maintenance bays, tooling, tooling control and equipment storage areas, aircraft parts storage and logistic areas, ground support equipment storage and staging areas and office and administrative spaces supporting the foregoing, all located or to be located at Melbourne Orlando International Airport (MLB), 1205 General Aviation Drive, Melbourne, Brevard County, Florida; and (ii) the payment of certain costs of issuing the Bonds. This debt or obligation is expected to be repaid over a period of [__] years. Total interest paid over the life of the debt or obligation, assuming an interest rate (total interest cost) of [____]% per annum, will be approximately \$[_____].

The source of repayment and security for this proposal to issue the Bonds is exclusively limited to certain revenues derived from the Borrower pursuant to the Loan Agreement. Because (a) such revenues may not be used by the Issuer for any purpose other than the purposes set forth in the Indenture, (b) the Issuer has no taxing power and the taxing power of the Issuer and the State of Florida is not pledged or involved in the Bonds, (c) the Bonds and the interest thereon do not constitute a debt of the Issuer within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the Issuer are not pledged to the payment of the principal of or the interest on the Bonds, authorizing this debt or obligation will not result in any moneys not being available to the Issuer to finance other transactions each year for the [__] year term of the Bonds.

We understand that the Issuer does not require any further disclosure from the Underwriter pursuant to Section 218.385, Florida Statutes.

This statement is for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

PNC CAPITAL MARKETS LLC

By: _____

Name: _____

Title: _____

SCHEDULE A

[INSERT SCHEDULE OF EXPENSES]

EXHIBIT B
FORM OF INDENTURE

EXHIBIT C
FORM OF LOAN AGREEMENT

EXHIBIT D
FORM OF OFFICIAL STATEMENT

SCHEDULE I

DESCRIPTION OF FACILITIES

The Facilities consist primarily of an approximately 171,296 square foot aircraft maintenance hangar and associated support spaces including maintenance bays, tooling, tooling control and equipment storage areas, aircraft parts storage and logistic areas, ground support equipment storage and staging areas and office and administrative spaces supporting the foregoing, all located or to be located at Melbourne Orlando International Airport (MLB), 1205 General Aviation Drive, Melbourne, Brevard County, Florida (collectively, the "Facilities").

The Facilities include related facilities, fixtures, furnishings and equipment and are located on property owned by the Airport and leased by the Borrower pursuant to the Airport Lease (each as defined and described in the Indenture).

TO: Capital Trust Authority Board of Directors
FROM: Denis McKinnon, III
RE: San Jose Schools Growth Fund, LLC
DATE: October 13, 2026

Introduction

San Jose Schools Growth Fund, LLC (the "Borrower") has submitted an application to the Capital Trust Authority (the "Authority") for the issuance of tax-exempt Educational Facilities Revenue Refunding Bonds, Series 2026A, and Taxable Educational Facilities Revenue Refunding Bonds, Series 2026B, in an amount not to exceed \$55,000,000, to refund the Borrower's outstanding Series 2021A, 2021B, 2021C, and 2021D bonds issued by the Florida Development Finance Corporation, and to fund related reserves and costs of issuance.

Description of the Borrower

The Borrower is a Florida limited liability company whose sole member is Bold City Education, Inc. f/k/a River City Education Organization, Inc. (the "Sole Member"), a Florida nonprofit corporation and a disregarded entity for tax purposes. The Sole Member commenced operations in the 2013-14 school year and currently operates two charter schools in Duval County, Florida: San Jose Primary, serving approximately 212 students in grades K-5, and San Jose Preparatory, serving approximately 438 students in grades 6-12, for a combined enrollment of approximately 650 students in the 2025-26 school year. Ryan L. Rewey serves as Chief Executive Officer of the Sole Member. The proposed financing is intended to support the continued operation of accredited public charter school facilities serving Duval County families, consistent with the Authority's public purpose mission.



Description of the Project

Bond proceeds will be used to refund the Borrower's outstanding Series 2021A, 2021B, 2021C, and 2021D bonds (collectively, the "Refunded Bonds"), issued in December 2021 pursuant to a Trust Indenture with UMB Bank, N.A., as Master Trustee, with an estimated \$56,765,000 outstanding. The Refunded Bonds financed the Borrower's existing school campus at 4072 Sunbeam Road, Jacksonville, Duval County, Florida (the "Sunbeam Campus"), consisting of approximately 6.5 acres improved with an approximately 25,000-square-foot K-5 educational building, an approximately 40,000-square-foot 6-12 educational building, and an approximately 20,000-square-foot gymnasium, together with related fixtures, furniture, and equipment. No new construction or acquisition is contemplated as part of this financing. Bond proceeds will also fund a Debt Service Reserve Fund, certain working capital and other reserves, capitalized interest (if necessary), and costs of issuance. The Flow of Funds structure additionally provides for a project account of up to \$2,500,000 to support a possible future Career & Technical School expansion.

Financing

The proposed financing will be structured as a conduit issuance consisting of a tax-exempt Series 2026A Bond and a Taxable Series 2026B Cash Flow Note, secured by a fee simple senior and subordinate mortgage on the Sunbeam Campus, a debt service reserve fund, a gross revenue pledge of the Borrower, and lease payments from obligated group members. BlackRock, Inc. has indicated its intent to purchase the Bonds, which are anticipated to be non-rated and limited to Qualified Institutional Buyers and Accredited Investors.

Raymond James & Associates, Inc. is serving as Underwriter. Bryant Miller Olive P.A. is serving as Bond Counsel and Issuer's Counsel. Barnes & Thornburg LLP is serving as Underwriter's Counsel. The Arnold Law Firm, LLC is serving as Borrower's Counsel. Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C. is serving as Purchaser's Counsel. UMB Bank, National Association is serving as Trustee, and Building Hope Services, LLC is serving as the Borrower's Financial Advisor.

Recommendation

It is the recommendation of Authority staff that the Board adopt Award Resolution 28-26 approving the issuance of not to exceed \$55,000,000 in Educational Facilities Revenue Refunding Bonds on behalf of the Borrower. We look forward to seeing you at our upcoming meeting on 10/13.

AGENDA ITEM:

Inducement Resolution 17-26 — San Jose Schools

DISCUSSION:

San Jose Schools consists of three existing charter schools located in Jacksonville, Florida, with a combined enrollment of 650 students in grades K-5 and grades 6-12. The purpose of the bonds is to refund the existing bonds and finance the existing campus. The bonds will be privately placed with BlackRock, Inc.

Cherry Fitch asked about the school's demographics and population. Denis McKinnon stated the school supports an underserved demographic with an Individualized Education Program (IEP) rate of 55%.

Chris Kemp asked if we are simply buying someone else's bad debt. Denis McKinnon stated that BlackRock is taking on the debt and understands the risk. Blackrock is the original, sole investor for this project. Also, BlackRock is pledging new money.

Christy Larkins asked for more information on grades, enrollment, and fundraisers to be addressed. Denis McKinnon stated that he would have Richard Moreno at the next meeting to address all questions regarding the school's performance.

MOTION/ACTION:

Cherry Fitch made a motion to approve Resolution 17-26 contingent on additional information prior to the award resolution. Christy Larkins seconded. The vote for approval was unanimous, with a 5-0 result.

RESOLUTION NO. 28-26

A RESOLUTION OF THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY AWARDING THE SALE OF NOT TO EXCEED \$55,000,000 CAPITAL TRUST AUTHORITY EDUCATIONAL FACILITIES REVENUE REFUNDING BONDS (SAN JOSE SCHOOLS PROJECT), IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, OR BOTH, FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE PROJECT HEREIN DESCRIBED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND INDENTURE AND A LOAN AGREEMENT FOR SUCH BONDS; ACKNOWLEDGING THE USE AND DISTRIBUTION OF OFFERING MATERIALS IN CONNECTION WITH MARKETING SUCH BONDS AND OTHER ACTIONS IN CONNECTION WITH DELIVERY OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION WITH THE BONDS; PROVIDING FOR A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Authority (the "Issuer") is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement dated as of June 6, 2022, between Gulf Breeze and Quincy, as may be amended and supplemented from time-to-time; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), and is empowered pursuant to the Act to sell and deliver its revenue bonds for the purpose of financing or refinancing, including through reimbursement, and advancing the general welfare of the State and its people by providing "educational facilities," as defined by the Act; and

WHEREAS, pursuant to the Act, the Issuer may issue its revenue bonds for the purpose of developing and maintaining the public welfare and relieving the burdens of government by financing and refinancing capital facilities for for-profit and non-profit organizations and for participating public agencies within and without the State, including the Issuer; and

WHEREAS, the Issuer has been requested by San Jose Schools Growth Fund, LLC (the "Borrower"), a Florida limited liability company, the sole member of which is Bold City Education, Inc. formerly known as River City Education Organization, Inc., a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Sole Member"), whose principal place of business is 4072 Sunbeam Road, Jacksonville, Florida 32257, to issue its revenue bonds to finance or refinance, including through reimbursement, (i) the refunding of the (a) Florida Development Finance Corporation Educational Facilities Revenue Refunding Bonds (San Jose Schools Project), Series 2021A, (b) Florida Development Finance Corporation Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021B, (c) Florida Development Finance Corporation Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021C, and (d) Florida Development Finance Corporation Taxable Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021D (collectively, the "Refunded Bonds"), which Refunded Bonds financed and refinanced certain educational facilities as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (the "Refinanced Facilities"); (ii) the funding of a debt service reserve fund for the Bonds; (iii) the funding of a liquidity reserve fund; and (v) payment of certain costs of issuing the Bonds (collectively, the "Project") on behalf of the Borrower and fund the loan program herein described (collectively, the "Plan of Finance") for the purpose, among other things, of financing or refinancing, including through reimbursement, the costs of the Project; and

WHEREAS, pursuant to the Act and the Plan of Finance, the Issuer did on August 20, 2026, duly adopt Resolution No. 17-26 (the "Inducement Resolution") expressing its intent to issue its not to exceed \$55,000,000 Educational Facilities Revenue Refunding Bonds in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, or both (collectively, the "Bonds") and authorizing a loan program (the "Program") to loan the proceeds thereof to the Borrower for the purpose of financing or refinancing, including through reimbursement, the Project; and

WHEREAS, by the Inducement Resolution and this Resolution, approvals will have been duly and validly provided for pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance or refinance all or any part of the cost of the Project, and the Issuer now desires to issue, sell and deliver its Bonds in an aggregate principal amount of not to exceed \$50,000,000, pursuant to a Trust Indenture more particularly described herein (the "Bond Indenture") between the Issuer and UMB Bank, National Association. (the "Bond Trustee"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a telephonic public hearing was scheduled with respect to the Project and held on behalf of the county in which the Refinanced Facilities are located (the "County") on August 27, 2026, and the elected representative approval was received from the Governor of the State, as an applicable elected representative of the State (the "Host Jurisdiction"), on September 29, 2026; and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing was scheduled with respect to the Project and held on behalf of the Issuer on September 21, 2026, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and the elected representative approval was received on September 21, 2026; and

WHEREAS, the Issuer has determined that issuing its Bonds for the purposes of financing or refinancing the Project serves a public purpose and is in the best interest of the citizens and residents of the County, the Host Jurisdiction and the people of the State, to implement the Program through the financing or refinancing of the Project, and to loan the proceeds of the Bonds to the Borrower pursuant to the hereafter described Loan Agreement (the "Loan Agreement"); and

WHEREAS, the Issuer hereby finds that the timing, size and complexity of the financing and the present volatility of the municipal bond market require that the terms of the Bonds being hereby sold be negotiated at private sale to a purchaser selected by the Borrower and approved by the Issuer rather than offered by competitive bid at public sale in order to assure the most favorable terms in the bond market and, therefore, has determined to sell such Bonds at private, negotiated sale; and

WHEREAS, the Issuer desires to acknowledge the use and distribution of a Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") and a Limited Offering Memorandum (the "Limited Offering Memorandum") in connection with the marketing of the Bonds and to authorize the taking of all other necessary action in connection with the issuance and delivery of the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY:

Section 1. Issuance of Bonds.

The Bonds shall be issued in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, or both designated "Educational Facilities Revenue Refunding Bond (San Jose Schools Project)," with such priority among series and additional descriptive titles as may be set forth in the Bond Indenture, the aggregate principal amount of all of the Bonds being not to exceed \$55,000,000. The proceeds of the Bonds shall be used to fund the financing or refinancing, including through reimbursement, of the Project by making a loan to the Borrower, all as defined in the Bond Indenture, in the manner described in the Bond Indenture and the Loan Agreement.

Section 2. Award of Bonds; Bond Purchase Agreement.

The matters set forth in the penultimate preamble hereof, require that the Bonds be a negotiated sale to a purchaser selected by the Borrower and approved by the Issuer rather than offered by competitive bid at public sale, in order to assure the necessary flexibility to obtain the

most favorable terms in the bond market. The Issuer finds that a competitive sale of the Bonds would in all likelihood not result in better terms or interest rates than the negotiated sale of the Bonds. The sale of the Bonds to and by Raymond James & Associates, Inc. and/or such other underwriter or underwriters selected by the Borrower (collectively, the "Underwriter"), is hereby authorized pursuant to Section 218.385, Florida Statutes, as amended. Further, the Chair, the Executive Director or each of their designees are hereby authorized and empowered, on behalf of the Issuer, to authorize the inclusion of one or more additional co-managing underwriters in the marketing and sale of the Bonds.

The interest rates on the Bonds shall be established as provided in the Indenture but in any event shall not exceed 12% (except upon the occurrence and continuance of an event of default under the Indenture) and in no event shall the interest rates on the Bonds exceed the maximum rates permitted by law. The Bonds shall be sold for a price not less than 95% of the principal amount thereof, plus accrued interest, if any, with the exact price to be set forth in the final bond purchase agreement. The form of Underwriter's Negotiated Sale Disclosure Statement attached hereto as Exhibit A, which, by this reference thereto, is incorporated herein, is hereby accepted and placed on record in the minutes of the Issuer.

The Chair, Vice-Chair or Executive Director of the Issuer is hereby authorized to enter into such bond purchase agreement for the sale of the Bonds as the Borrower may recommend and the Executive Director of the Issuer may approve, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officer executing the same, such approval to be presumed by his execution thereof.

Section 3. Description of the Bonds.

The Bonds shall be issued in fully registered form, shall be dated, shall mature on the date or dates, and shall bear interest in the manner as shall be set forth in the Bond Indenture.

Section 4. Redemption Provisions.

The Bonds shall be subject to redemption prior to maturity upon the terms and in the manner as shall be set forth in the Bond Indenture.

Section 5. Approval of Documents.

The Bond Indenture in substantially the form attached hereto as Exhibit B, which, by this reference thereto, is incorporated herein, the other documents referred to therein, the Loan Agreement in substantially the form attached hereto as Exhibit C, which, by this reference thereto, is incorporated herein, a bond purchase agreement, a tax certificate, and other documents necessary or desirable to implement the financing or refinancing of the Project (collectively, the "Bond Documents"), are hereby approved and shall be executed by the Chair, Vice-Chair, or Executive Director of the Issuer, with such provisions or modifications not inconsistent with this

Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

Section 6. Preliminary and Final Limited Offering Memorandum.

The use and distribution by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit D, which, by this reference thereto, is incorporated herein, in connection with the offering and sale of the Bonds is hereby acknowledged. The sections of the Preliminary Limited Offering Memorandum relating to the Issuer shall be subject to such changes, modifications, insertions or omissions as may be approved by the authorized officers of the Issuer including incorporation of the provisions recommended by legal counsel to the Issuer to comply with applicable securities laws, and the sections of the Preliminary Limited Offering Memorandum relating to the Issuer are hereby approved and adopted by the Issuer. The Issuer is acting solely as a conduit issuer of the Bonds. The Issuer is authorized to deem the information contained in the Preliminary Limited Offering Memorandum under the headings "THE ISSUER" and "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS" and the subheading, "LITIGATION – The Issuer" as approved by this Resolution, "final" as of the date hereof, solely for the purposes and within the meaning of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission in effect from time to time, and any successor provisions to such rule. The final Limited Offering Memorandum shall be substantially in the form of the attached Preliminary Limited Offering Memorandum, with such changes, modifications, insertions and omissions as may be determined by the Underwriter and the Borrower. The use and distribution by the Underwriter of the final Limited Offering Memorandum in connection with the offering and sale of the Bonds is hereby acknowledged.

In adopting this Resolution, the Issuer hereby disclaims any responsibility for the Limited Offering Memorandum except for the information described as having been provided by the Issuer and expressly disclaims any responsibility for any other information included as part of the Limited Offering Memorandum.

Section 7. Designation of Professional Advisors.

The Issuer hereby designates and approves Bryant Miller Olive P.A., Tampa, Florida, as Bond Counsel ("Bond Counsel") and as Issuer's Counsel ("Issuer's Counsel"), and such other professional advisors as the Chair, Vice-Chair or Executive Director may designate.

Section 8. Designation of Bond Trustee, Paying Agent and Registrar.

UMB Bank, National Association, or such other corporate trustee as may be approved by an Issuer Authorized Representative (as hereinafter defined), is hereby designated and approved as Bond Trustee, Paying Agent and Registrar for the Bonds.

Section 9. Authorization of all Other Necessary Action.

(a) The Chair, Vice-Chair, Secretary, Assistant Secretary, and Executive Director of the Issuer (the "Issuer Authorized Representatives"), Issuer's Counsel and Bond Counsel are each designated agents of the Issuer in connection with the issuance and delivery of the Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer which are necessary or desirable in connection with the sale, execution and delivery of the Bonds and the Bond Documents which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the Bonds and the Bond Documents heretofore taken by the Issuer.

(b) In addition, subsequent to the issuance of the Bonds, the Chair, Vice-Chair, Secretary, Assistant Secretary, Executive Director and Bond Counsel for the Issuer are each designated agents of the Issuer in connection with refunding or refinancing of the Bonds, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Issuer which are necessary or desirable in connection with the refunding or refinancing of the Bonds which comply with the terms of the Bond Documents. Notwithstanding the foregoing, the authority granted in this Section 9(b) shall not be construed as authority for the issuance of new debt by the Issuer to be applied to the refunding or refinancing of the Bonds.

Section 10. Public Purpose Determinations.

Based solely upon information provided by the Borrower, the Issuer, as a "local agency" pursuant to Chapter 159, Part II, Florida Statutes, hereby makes the following determinations:

(i) the Refinanced Facilities are appropriate to the needs and circumstances of, and make a significant contribution to the economic growth of the County and the State, provide or preserve gainful employment, promote commerce within the State, serve a public purpose by providing educational facilities within the meaning of Chapter 159, Part II, Florida Statutes, and advance the economic prosperity and the general welfare of the State and its people;

(ii) the Borrower is the financially responsible party and is fully capable and willing to fulfill (A) its obligations under the financing documents, including the obligation of the Borrower to make loan repayments under the Loan Agreement in the amounts and at the times required to provide for the timely payment of the principal of, premium, if any, and interest on the Bonds herein authorized, and (B) all other obligations and responsibilities imposed under the financing documents;

(iii) the County is able to cope satisfactorily with the impact of the Refinanced Facilities and is able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, necessary for the Refinanced Facilities, including

operation, repair and maintenance thereof and on account of any increase in population or other circumstances resulting therefrom;

(iv) adequate provision will be made in the financing documents for the operation, repair and maintenance of the Refinanced Facilities at the expense of the Borrower and for the payment by the Borrower of certain fees and expenses incurred in connection with the issuance of the Bonds, and that the loan repayments under the Loan Agreement are sufficient to pay the principal of, premium, if any, and interest on the Bonds herein authorized; and

(v) the Refinanced Facilities constitute a "project" within the meaning of the Act.

In accordance with Section 159.29, Florida Statutes, the foregoing determinations of public purpose shall be final and conclusive.

Section 11. No Third Party Beneficiaries.

Unless specifically noted, nothing in this Resolution or in the Bond Documents, express or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Borrower, the holders of the Bonds, the Underwriter and the Bond Trustee any right, remedy or claim, legal or equitable, under and by reason of any provision of this Resolution or of the Bond Documents. This Resolution and the Bond Documents are for the sole and exclusive benefit of the Issuer, the Borrower, the Underwriter, the holders of the Bonds and the Bond Trustee.

Section 12. Severability.

In case any one or more of the provisions of this Resolution, the Bond Documents or the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, the Bond Documents or the Bonds, as the case may be, and they shall be construed and enforced without consideration of such illegal or invalid provisions.

Section 13. No Personal Liability.

No covenant, stipulation, obligation or agreement contained in this Resolution or contained in the Bond Documents, the Bonds, or any instrument contemplated by each shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his or her individual capacity, and no member of the Issuer executing the Bonds or other documents related to the issuance of the Bonds including those approved by this Resolution shall be liable personally for such documents or the obligations under each, or be subject to any personal accountability by reason of his or her delivery or execution of such documents on behalf of the Issuer.

Section 14. Repealer.

All provisions of resolutions of the Issuer in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

[Remainder of Page Intentionally Left Blank]

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted on October 22, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Chair

ATTEST:

By: _____
Its: Secretary

CERTIFICATE OF SECRETARY

I, Cherry Fitch, Secretary of the Capital Trust Authority, Santa Rosa County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 28-26 and its supporting exhibits as the same was duly adopted and passed at a public meeting of the Board of Directors of the Capital Trust Authority on the 22nd day of October, 2026, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of October, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Secretary

EXHIBIT A

FORM OF NEGOTIATED SALE DISCLOSURE STATEMENT

[DATE]

Capital Trust Authority
Gulf Breeze, Florida

San Jose Schools Growth Fund, LLC
Jacksonville, Florida

Re: \$_____ Capital Trust Authority Educational Facilities Revenue Refunding Bonds
(San Jose Schools Project) (the "Bonds")

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and in reference to the issuance of Bonds as set forth above, Raymond James & Associates, Inc. (the "Underwriter"), makes the following disclosures to Capital Trust Authority (the "Issuer") and San Jose Schools Growth Fund, LLC (the "Borrower"), a Florida limited liability company, the sole member of which is Bold City Education, Inc. formerly known as River City Education Organization, Inc., a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Sole Member"). All capitalized terms not otherwise defined herein shall have the respective meanings specified in the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") among the Issuer, the Underwriter and the Borrower. The Underwriter is acting as underwriter in connection with the offering or sale of the Series 2026 Bonds. The underwriting fees to be paid to the Underwriter in the Bond Purchase Agreement are equal to [_____] % of the total face amount of the Bonds.

(a) The expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds are itemized on Schedule A hereto.

(b) Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter and who enters into an understanding with either the Issuer or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the Issuer and the Underwriter for the purpose of influencing any transaction in the purchase of the Bonds:

[None]

(c) The amount of underwriting spread expected to be realized is \$[____] per \$1,000 of the Bonds and consists of the following components including the management fee indicated:

	<u>Per \$1,000</u>
Management Fee	
Average Takedown	
Expenses	
Total	

(d) No fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds, to any persons not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter, as set forth in Schedule A attached hereto.

(e) The name and address of the Underwriter connected with the Bonds is:

Raymond James & Associates, Inc.
[Address]
[City, State Zip]
Attn: _____, Managing Director]

(f) *Truth in Bonding Statement.* The Bonds are being issued for purpose of financing or refinancing, including through reimbursement, (i) the refunding of the (a) Florida Development Finance Corporation Educational Facilities Revenue Refunding Bonds (San Jose Schools Project), Series 2021A, (b) Florida Development Finance Corporation Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021B, (c) Florida Development Finance Corporation Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021C, and (d) Florida Development Finance Corporation Taxable Educational Facilities Revenue Bonds (San Jose Schools Project), Series 2021D (collectively, the "Refunded Bonds"); (ii) funding of a debt service reserve fund for the Bonds; (iii) funding of a liquidity reserve fund; and (v) payment of certain costs of issuing the Bonds. This debt or obligation is expected to be repaid over a period of [__] years. Total interest paid over the life of the debt or obligation, assuming an interest rate (total interest cost) of [____]% per annum, will be approximately \$[_____].

The source of repayment and security for this proposal to issue the Bonds is exclusively limited to certain revenues derived from the Borrower pursuant to the Loan Agreement. Because (a) such revenues may not be used by the Issuer for any purpose other than the purposes set forth in the Bond Indenture, (b) the Issuer has no taxing power and the taxing power of the Issuer and the State of Florida is not pledged or involved in the Bonds, (c) the Bonds and the interest thereon do not constitute a debt of the Issuer within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the Issuer are not pledged to the payment of the principal of or the interest on the Bonds, authorizing this debt or obligation will not result in any moneys

not being available to the Issuer to finance other transactions each year for the [] year term of the Bonds. We understand that the Issuer does not require any further disclosure from the Underwriter pursuant to Section 218.385, Florida Statutes.

This statement is for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

SCHEDULE I TO EXHIBIT A

[INSERT SCHEDULE OF EXPENSES]

EXHIBIT B
FORM OF BOND INDENTURE

EXHIBIT C

FORM OF LOAN AGREEMENT

SCHEDULE I

DESCRIPTION OF REFINANCED FACILITIES

The Facilities being refinanced with proceeds of the Bonds (the "Refinanced Facilities") consist primarily of the following educational facilities and real property:

- (A) 4072 Sunbeam Road
Jacksonville, Florida
- (B) 4040 Sunbeam Road
9515 Melvina Road (Secondary Address)
Jacksonville, Florida
- (C) 13520 FSCJ Cecil Drive
Jacksonville, Florida

The Refinanced Facilities are or were previously owned and operated by the Borrower for the use of the Borrower's and the Sole Member's various educational programs.

EXHIBIT D

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

TO: Capital Trust Authority Board of Directors
FROM: Denis McKinnon, III
RE: Family Christian Center of Clermont, Inc.
DATE: October 22, 2026

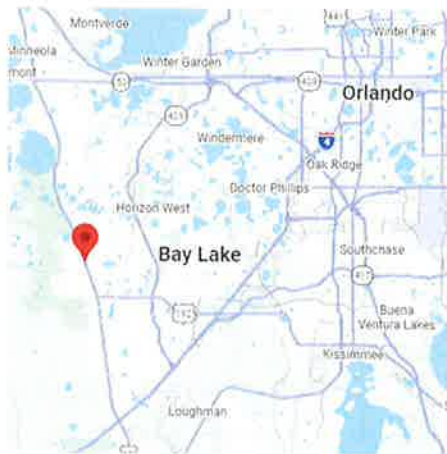
Introduction

Family Christian Center of Clermont, Inc. ("FCC" or the "Borrower") has submitted an application to the Capital Trust Authority (the "Authority") for the issuance of not to exceed \$30,000,000 of tax-exempt and taxable Educational Facilities Revenue and Revenue Refunding Bonds, Series 2026 (the "Series 2026 Bonds"). Proceeds will be used to construct approximately 60,000 square feet of new educational facilities on the Borrower's existing campus in Clermont, Florida, and to refinance approximately \$9,200,000 of outstanding Lake County, Florida Industrial Development Revenue Bonds, Series 2024, as well as to fund a debt service reserve fund, capitalized interest, and costs of issuance.

Description of the Borrower

FCC is a Florida nonprofit corporation headquartered at 2500 South US Highway 27, Clermont, Florida 34711, and is recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code and as a public charity. The Borrower was founded in 1993 by Pastors Rick and Rebecca Van Wagner as a small Bible study, purchased its US Highway 27 property in 1999, and held its first service there in 2002. FCC owns and operates Family Christian Church; Family Christian Center School, a private K-12 Christian school; and a preschool and state-funded Voluntary Pre-Kindergarten program, with a combined school enrollment of approximately 800 students. Pastor Rick Van Wagner serves as Senior Pastor, Larry Daniell serves as Chief Financial Officer and project manager for the expansion, and Dr. Aaron Gonzalez serves as Director of Schools. The application does not identify a credit rating for the Borrower.

Description of the Project



The Borrower's existing campus consists of approximately 36 acres located at 2500 South US Highway 27, Clermont, Lake County, Florida 34711, improved with nine buildings totaling approximately 108,000 square feet of administrative, classroom, and church space. The new money portion of the Project consists of constructing four additional buildings totaling approximately 60,000 square feet on the existing campus, including additional classrooms, a cafeteria, and field house/gymnasium space. The refinancing portion of the Project consists of the refunding of the Lake County, Florida Industrial Development Revenue Bonds, Series 2024, issued in December 2024 and held by Renasant Bank, with an estimated outstanding balance of \$9,200,000 across the tax-exempt and taxable series.

Financing

Hilltop Securities Inc. will serve as Underwriter/Placement Agent, Watson Sloane PLLC as Bond/Borrower Counsel, Bryant Miller Olive P.A. as Issuer's Counsel, Barnes & Thornburg LLP as Underwriter's Counsel, and Kosan Associates as Municipal Advisor to the Borrower. Trustee is UMB Bank.

Recommendation

It is the recommendation of Authority staff that the Board adopts Inducement Resolution 29-26, preliminarily approving the issuance of not to exceed \$30,000,000 on behalf of the Borrower. The Project will expand educational facilities serving approximately 800 students in Lake County and advance the public purposes of the Authority. We look forward to seeing you at our meeting on October 22, 2026.

Charles A. Sands
Kosan Associates
Industrial Development Bond Specialists
32 Sandcastle Drive, Ormond Beach, Florida 32176
Tel: 386-441-4145 Cell: 386-451-0685
csands8890@gmail.com

October 8, 2026

Capital Trust Authority
315 Fairpoint Drive
Golf Breeze, Florida 32561
Denis A. McKinnon III, Executive Director

Mr. McKinnon,

Please accept this application on behalf of Family Christian Center of Clermont, Inc. ("FCC") for Tax Exempt and Taxable Industrial Development Bond ("IDB") financing through the Capital Trust Authority in an amount not to exceed of \$25,000,000.

Project Summary

FCC is located at 2500 U.S. Highway 27 South in Clermont. FCC owns and operates a Christian Church, as well as a school for grades K through 12, and a PreVK with a total school population of approximately 800 students, as well as a "Skyzone" trampoline park which serves as a gymnasium and physical activities center for their students and for other children from the community. The Church and school are seeking an Industrial Development Bond in the amount of approximately \$25,000,000 to refinance an existing bond issued through Lake County in 2024 in the amount of approximately \$9,200,000, as well as an additional \$15,800,000 for construction of additional classrooms, field house, and cafeteria, as well as costs of issuance, reserves, and related expenses.

The 2024 bonds issued by Lake County were used for the purpose of refinancing prior debt used for the construction of classrooms and other educational facilities, as well as for the construction of the Skyzone and additional facilities.

The use of the new CTA bond proceeds will be as follows:

-Refinance existing tax-exempt bonds	\$ 7,200,000 (issued by Lake County in 2024)
-Refinance existing taxable bonds	\$ 2,000,000 (issued by Lake County in 2024)
-New Construction	\$12,000,000 (includes contingent amount)
-Bond Costs and reserves	<u>\$ 3,800,000</u>
-Total bond amount:	\$25,000,000

Bond Structure

The bonds will be structured as a Limited Offering or Private Placement with Institutional/Accredited Investors which will be purchasing the bonds for their own portfolios in large denominations.

Bond Counsel

Brian Watson, Watson-Sloane, Tampa/Orlando

Financial Advisor/Municipal Advisor

Charles Sands, Kosan Associates, Ormond Beach

Underwriter/Placement Agent

Hilltop Securities, Dallas Texas.

We are requesting that the Capital Trust Authority conduct a Public Hearing for this bond issue and adopt a Declaration of Official Intent at its earliest convenience. The school would then submit bond documents for the Authority to review and request a final approval be conducted at a meeting early December.

Attached for your review are:

- Application Form for IDB financing with Exhibits
- Term Sheet from Hilltop Securities
- Audited Financial Statements for last 3 years
- June 30, 2026 Interim Financial Statements

Under separate cover Family Christian Center is sending a check for the application fee.

Please contact me with any questions. I will be acting as the School's Municipal Advisor in this transaction.

Sincerely,

Charles Sands
President
Kosan Associates
SEC and MSRB Registered Independent Registered Municipal Advisor

CAPITAL TRUST AUTHORITY ("CTA")

a duly constituted and validly existing separate legal and administrative entity under Section 163.01(7), Florida Statutes, and Chapter 617, Florida Statutes, pursuant to an Interlocal Agreement dated as of June 6, 2022, as may be amended and supplemented from time-to-time, between the City of Gulf Breeze, Florida and the City of Quincy, Florida

BOND FINANCE APPLICATION

Legal name of applicant (as shown on most recent legal organizational documents) (the "Applicant"):

Family Christian Center of Clermont, Inc.

Senior officers of the Applicant:

Name: Pastor Rick VanWagner **Title:** Senior Pastor

Name: Larry Daniell **Title:** CFO

Legal Street Address of the Applicant (headquarters):

2500 South US Highway 27

Clermont, FL 34711

Primary consultant[s] working on behalf of the Applicant:

Name of consultant: Charles Sands/d/b/a Kosan Associates

Role of consultant: Municipal Advisor

Primary contact[s] and title of consultant representatives:

(1) Charles Sands President

(2) _____

Telephone numbers:

Applicant: (352) 241-0323

Consultant: (386) 441-4145

Is the Applicant (check one) a X corporation, limited liability company partnership?

State of formation: Florida

If Applicant is a Special Purpose Entity (SPE), legal name of member(s) (as shown on most recent legal organizational documents (Articles of Incorporation, Articles of Organization, etc.):

N/A

State(s) of formation of member(s):

Is this Applicant a **501(c)(3) organization** or a "disregarded entity"? Yes

(If Yes, please provide evidence of the Applicant's tax determination by the IRS. For SPEs, provide the member's determination letter. If tax exemption designation has been applied for by a newly created non-profit entity, provide copy of IRS Form 1023 (including all attachments). Tax determination information should be attached to this application as **Exhibit 1.**)

Exhibit 2: Brief (one page maximum) describing the Applicant and its history. Please include a description of the project's public purpose in this section.

Exhibit 3: A summary of the proposed financing in the form attached hereto as Schedule I. Include the proposed use and mission, location(s) and total anticipated amount to be financed. The content and narrative in this section should be comprehensive and shall include the information shown in Schedule I. An underwriter's presentation is helpful here. If project renderings or recent power point presentations exist to further describe and depict the project, please include.

Exhibit 4: An initial sources and uses, most recent year of audited financials, and financial projections.

Exhibit 5: A complete list of the corporate officers and directors of the Applicant with an explanation of their corporate responsibilities.

Exhibit 6: A complete listing of consultants currently under contract with the Applicant. Include legal professionals, underwriter(s), financial advisors, CPA's, etc. Include for each firm the name of individual, name of firm, role and location of office assigned to the financing. A proposed distribution list of the financing team will suffice and is preferred.

Exhibit 7: Any background information helpful in showing the expertise or established record of success by the Applicant or representatives of the Applicant in operating the type of facility being purchased, financed, or refinanced. In addition to project principals, information and credentials of any management firms expected to operate the project should be included.

Please provide 12 hard copies and forward an electronic copy of the above information plus an application fee in the amount of \$4,500 to:

Mr. Denis A. McKinnon, III
Executive Director
Capital Trust Authority
315 Fairpoint Drive
Gulf Breeze, FL 32561
Tel. 850-934-4046
dmckinnon@muniad.com

Acknowledgement Statement:

On behalf of the Applicant, Charles Sands, as its representative and contact for submittal of this Application, I understand this information is provided as an initial requirement of CTA to consider issuance of conduit bonds to finance or refinance the project described above, I understand the fee being paid is non-refundable and CTA offers no assurance that this Application will be acted upon favorably or that the conduit bonds will be issued. I also understand, an acceptance by CTA to proceed with further due diligence to facilitate a debt structuring as requested by the Applicant may be terminated at any time by CTA. The Applicant authorizes CTA to verify information submitted by or on behalf of the Applicant, obtain further information concerning the credit and standing of the Applicant and its representatives, and obtain other information deemed necessary by CTA or its representatives.

Submitted and signed by:

Charles Sands
President
Kosan Associates

[PRINT NAME]
[PRINT TITLE]

Date: October 8, 2026

EXHIBIT 1

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 17 1998**

FAMILY CHRISTIAN CENTER OF CLERMONT
INC
805 FORESTWOOD DRIVE
CLERMONT, FL 34711

Employer Identification Number:
59-3514506

DLN:
17053180027038

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Accounting Period Ending:
December 31

Form 990 Required:
No

Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or

Letter 947 (DO/CG)

-2-

FAMILY CHRISTIAN CENTER OF CLEMONT

she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unre-

Letter 947 (DO/CG)

-3-

FAMILY CHRISTIAN CENTER OF CLERMONT

lated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This ruling is based on the understanding that the majority of your Board of Directors will be non-salaried and will not be related to salaried personnel or to parties providing services. It is also based on the understanding that salaried individuals cannot vote on their own compensation and that compensation decisions will be made by the board.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

C. Ashley Bullard
District Director

Letter 947 (DO/CG)

EXHIBIT 2

Family Christian Church and its associated school in Clermont, Florida, were founded in 1993 by Pastors Rick and Rebecca Van Wagner.

Church History & Timeline

- **1993:** Founded by Pastors Rick and Rebecca Van Wagner as a small Bible study meeting in a living room on a dirt road in Clermont, Florida.
- **1997–2002:** The growing congregation moved through several temporary locations, including Jenkins Auditorium, the Ninth Grade Center Auditorium (where they stayed for five years), and a brief four-month stay at the Church of the Nazarene.
- **February 1999:** The church purchased 34 acres of land on US Highway 27.
- **September 29, 2002:** The church held its first official service on its own property, starting with an attendance of about 150 people.
- **Current Location:** 2500 South US Hwy 27, Clermont, FL 34711.

School and Education History

- **August 2004:** Launched the Family Christian Center Preschool, initially serving infants through age 4.
- **January 2009:** Expanded with 12 new school classrooms, including space for the Florida State-funded Voluntary Pre-Kindergarten (VPK) program.
- **August 2010:** Became the largest VPK4 provider in Lake County and officially founded Family Christian Center School for grades K-5.
- **August 2011–2012:** Expanded grade levels up to 12th grade, earned accreditation through the Florida League of Christian Schools (FLOCS) and AdvancED, and evolved into a full K-12 private Christian academy.
- **Future Plans:** Planning a 60,000-square-foot campus expansion including additional classrooms, field house, and cafeteria.

EXHIBIT 3

SCHEDULE I

EXHIBIT 5 PROJECT DESCRIPTION

- a. Will the project include the refinancing of any existing indebtedness? Yes X No ___ If yes, provide complete description of the outstanding indebtedness:

Description of indebtedness (name of obligation(s):	Lake County, Florida Industrial Development Revenue Bonds, Series 2024
Issued pursuant to (trust indenture, loan agreement, promissory note, etc.):	Financing Agreement
Date indebtedness was incurred:	December 17, 2024
Estimated amount outstanding:	\$9,200,000
Exact name of borrower:	Family Christian Center of Clermont, Inc.
Exact name of trustee and/or lender:	Renasant Bank
Lender contact information (primary contact, telephone number and email)	Wally Harriss (352) 362-3256

- b. Will the project include new acquisition and/or improvements? Yes X No ___
If yes, provide an estimated project budget, as follows:

Cost of acquisition of fee simple interest in land	
Cost of acquisition of leasehold interest in land	\$
Cost of any existing improvements	
Cost of any construction of new facilities	\$12,000,000
Cost of any renovation	
Cost of furnishings and fixtures	
Cost of equipment	
Total	\$12,000,000

- c. Complete Schedule I to this Exhibit 5 with respect to the project, including portions of the project to be located at different sites, if any.

- d. Is there a required completion date? Yes ___ No X If yes: _____

- e. Please describe any existing facilities of the Applicant that will be included as a part of the security for the financing but for which proceeds will not be used, including location:

None

- f. Are additional facilities required and contemplated by the Applicant to be addressed in a future financing? Yes ___ No X If yes, describe below:

SCHEDULE I TO EXHIBIT 5 PROJECT DESCRIPTION

PROJECT DETAILS

Street Address or Description of Location	Description of Portion of Project to be Located at This Site*	Portion of Project Budget Allocable to this Location	Indicate Refinanced, Acquired or New Construction/ Renovation	City	County	State	Zip
2500 S. US Hwy 27 Clermont FL 34711	Entire Project	100%	\$9.2M Refinance \$12M Addition \$3.8M Reserves, fees	Clermont	Lake	FL	34711
	Current Site/Improvements: 36 acres 108,000 sf 9 buildings-Admin, classrooms, church						
	New Additions: 60,000 sf 4 buildings-classrooms, cafeteria, 2 gyms						

* Include: _____

- Acreage of any real property;
- Number and square footage of each building;
- Nature of the property, if applicable, such as units, classrooms, administrative, recreational, etc.

- g. Provide any available market or feasibility studies.
Non Required



Depicted above is the current campus site, including church and classrooms.

The project consists of constructing 2 additional classrooms, a cafeteria, and a Field House/Gym of approximately 60,000 sf.

A layout of the plans is attached as part of this exhibit.

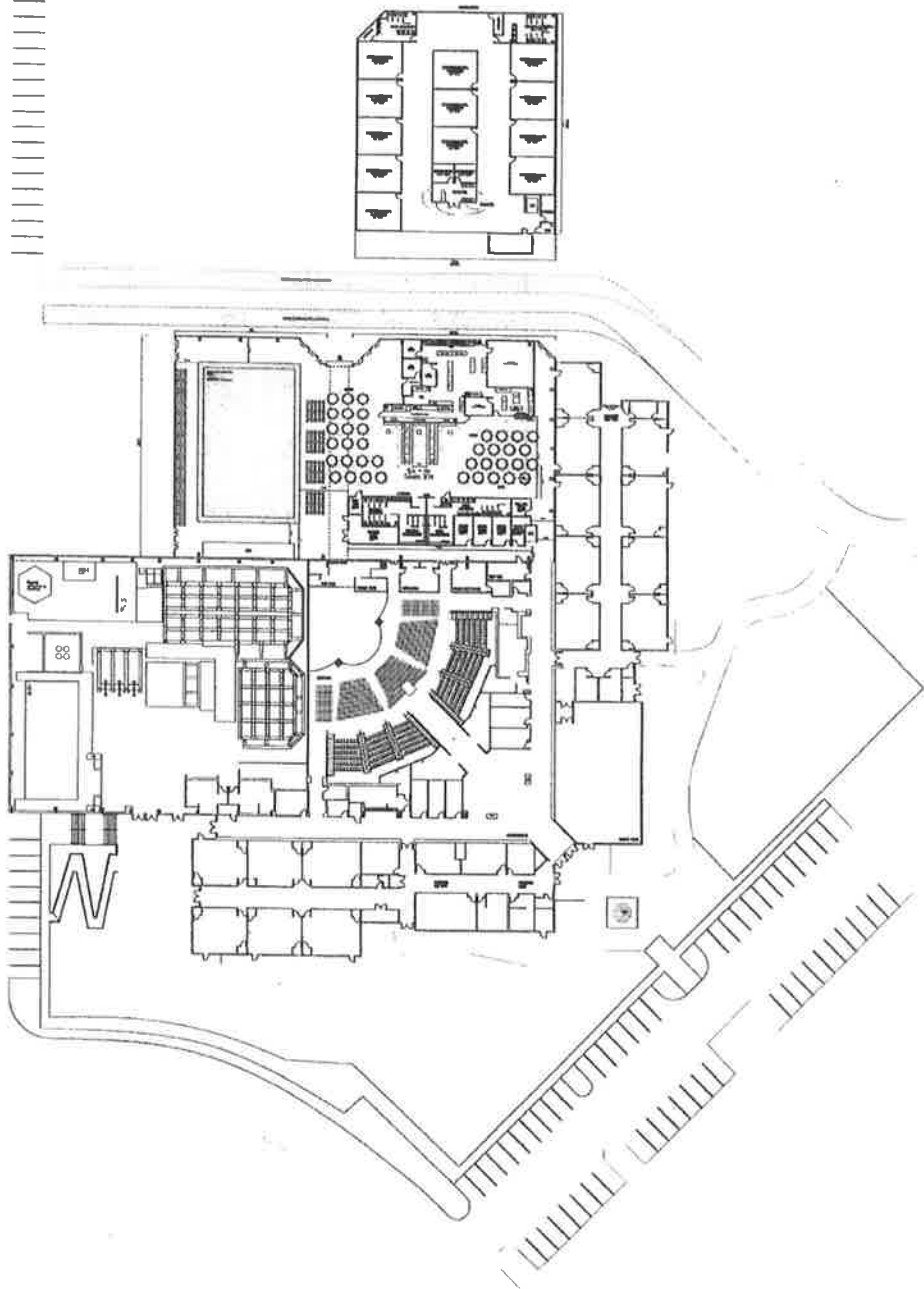
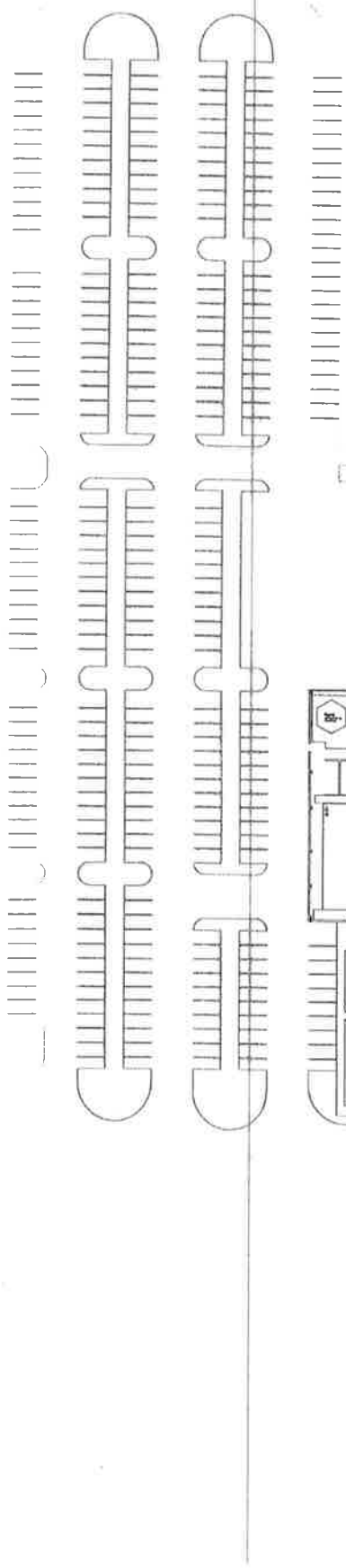


EXHIBIT 4

Sources & Uses

Audited Statements [Attached Separately]

Interim Statements [Attached Separately]

Financial Projections

Sources & Uses:

Sources of Funds:

Industrial Development Bond: \$23,500,000

Equity Contribution from Church/School: \$ 1,500,000

\$25,000,000

Uses of Funds:

New Construction: \$12,000,000

Refinance Existing Debt: \$ 9,200,000

Reserves: \$ 1,500,000

Swap Payoff: \$ 500,000

Costs & Fees \$ 1,800,000

\$25,000,000

FCC

5 Yr Proforma w/K12 addition

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
<i>New Students Added</i>		101	92	84	68
Total					
Income					
Church Income	3,099,791	3,378,772	3,699,756	4,069,731	4,497,053
School Income	7,057,015	8,265,167	9,498,192	10,751,561	12,020,028
Sky Zone Sports Income	2,181,752	2,225,387	2,269,894	2,315,292	2,361,598
Total Income	12,338,558	13,869,326	15,467,842	17,136,584	18,878,679
Cost of Goods Sold					
Food, Concessions -SkyZone	168,431	171,799	175,235	178,740	182,315
Merchandise	79,648	81,241	82,865	84,523	86,213
Total Cost of Goods Sold	248,078	253,040	258,101	263,263	268,528
Gross Profit	12,090,479	13,616,286	15,209,742	16,873,322	18,610,151
Expenses					
Equipment Expenses	206,213	219,679	233,701	248,147	260,555
Facility and Property	1,721,345	1,924,711	2,004,034	2,086,394	2,167,549
Ministry Expenses	742,754	815,877	890,674	964,951	1,002,954
New and Old debt prnts	0	0	1,200,000	1,400,000	1,862,767
Operating Expenses	2,136,767	2,272,108	2,359,920	2,449,985	2,533,003
Payroll Expenses	6,299,892	7,018,150	7,549,311	8,054,568	8,511,803
Total Expenses	11,106,971	13,075,525	14,385,640	15,152,045	15,823,864
Net Operating Income	983,508	1,355,761	824,102	1,721,276	2,786,288

Assumes QIV closing 2026

Bond year Oct. - Sept., starting 10/2026

\$22 million loan / 7.5% interest 30 yrs

All Capl for year 2026/2027 & 2027/2028

Ramp up DS 2028/2029 and 2029/2030

Full amo 2030

EXHIBIT 5

Key Officers:

Pastors Rick and Rebecca Van Wagner are the Founding Pastors of Family Christian Church which began as a small Bible study in Clermont, Florida in 1993. They also run Family Christian Center School located on the same site.

Larry Daniell is Chief Financial Officer and maintains all financial records and is the Project Manager for the school expansion. He has been with the program for almost 10 years.

Dr. Aaron Gonzalez is the Director of Schools and operates the various school programs day-to-day. He has extensive academic experience and has been a force in the school's steady expansion.

EXHIBIT 6



DISTRIBUTION LIST

Family Christian Center of Clermont, Inc. FL Refunding and New Money Revenue Bonds, Series 2026 *as of September 29, 2026*

BORROWER

Family Christian Center of Clermont, Inc.
2500 S. Highway 27
Clermont, FL 34711

Pastor Rick Van Wagner, Senior Pastor
Phone: (352) 242-1895
(352) 516-3497 (Cell)
Email: pastorrick@fcclive.com

Mr. Larry Daniel, Finance Director
Phone: (407) 491-1528
(352) 536-3548 (Cell)
Email: ldaniell@fccliv.com

BORROWER/BOND COUNSEL

Watson Sloane PLLC
707 W. Swann Avenue
Tampa, Florida 33606

Brian Watson, Esq., Managing Director
Phone: (813) 522-5552
Email: b.watson@watsonsloane.com

Amanda Kessler, Esq., Associate
Phone: (813) 522-5132
Email: a.kessler@watsonsloane.com

Kimberly Avery, Paralegal
Phone: (321) 710-6473
Email: k.avery@watsonsloane.com

ISSUER

Capital Trust Authority
315 Fairpoint Drive
Golf Breeze, Florida 32561

Denis A. McKinnon III, Executive Director
Phone: (850) 934-4046
Email: dmckinnon@muniad.com

Mark Jackson, Senior Analyst
Email: mjackson@muniad.com

ISSUER'S COUNSEL

Bryan Miller Oliver P.A.
400 N. Tampa Street, Suite 1600
Tampa, FL 33602

Kareem J. Spratling, Esq.
Phone: (813) 273-6677 (Office)
(850) 212-6536 (Cell)
Email: kspratling@bmolaw.com

J.Caden Strain, Esq.
Phone: (813) 273-6677
Email: JStrain@bmolaaw.com

Jackie Bell, Public Finance Professional
Phone: (904) 384-11264
Email: jbelle@bmolaw.com

Krista Hall, Esq.
Email: khall@bmolaw.com

MUNICIPAL ADVISOR

Kosan Associates
32 Sandcastle Drive
Ormond Beach, FL 32176

Charles Sands, President
Phone: (386) 441- 4145 (Office)
(386) 451-0685 (Cell)
Email: Csands8890@gmail.com

UNDERWRITER

Hilltop Securities Inc.
717 N Harwood St, Suite 3400
Dallas, TX 75201

Bruce Sorensen, Managing Director
Phone: (214) 859-9481
Email: bruce.sorensen@hilltopsecurities.com

Will Fossel, Senior Vice President
Phone: (214) 859-9482
Email: will.fossel@hilltopsecurities.com

Hilltop Securities Inc. – Cont.

Lenny Siegel, Vice President

Phone: (212) 699-1015

Email: lenny.siegel@hilltopsecurities.com

Connor McMillan, Associate

Phone: (214) 953-4107

Email: connor.mcmillan@hilltopsecurities.com

UNDERWRITER'S COUNSEL

Barnes & Thornburg

225 S. Sixth Street, Suite 2800

Minneapolis, MN 55402

Ben Johnson, Esq., Partner

Phone: (612) 367-8737

Email: bjohnson@btlaw.com

Barbara Skaar, Paralegal

Phone: (612) 367-8798

Email: barbara.skaar@btlaw.com

Leslie Lundeen, Paralegal

Phone: (612) 367-8790

Email: leslie.lundeen@btlaw.com

Andy Keyes, Associate

Phone: (612) 367-8739

Email: akeyes@btlaw.com

TITLE COMPANY

Bryan Miller Olive P.A.

1545 Raymond Diehl Rd

Suite 300

Tallahassee, Florida 32308

Charles Cooper, Esq.

Phone: (850) 222-8611

Email: ccooper@bmolaw.com

Mark Johnson, Esq.

Phone: (850) 222-8611

Email: mjohnson@mbolaw.com

TRUSTEE

TBD

To send an e-mail to the working group, please copy and paste:

pastorrick@fcclive.com; ldaniell@fccliv.com;

Csands8890@gmail.com;

b.watson@watsonsloane.com;

a.kessler@watsonsloane.com;

k.avery@watsonsloane.com; mjackson@muniad.com;

dmckinnon@muniad.com; kspratling@bmolaw.com;

JStrain@bmolaaw.com; jbelle@bmolaw.com;

khall@bmolaw.com; bjohnson@btlaw.com;

barbara.skaar@btlaw.com; leslie.lundeen@btlaw.com;

akeyes@btlaw.com;

bruce.sorensen@hilltopsecurities.com;

will.fossel@hilltopsecurities.com;

lenny.siegel@hilltopsecurities.com;

connor.mcmillan@hilltopsecurities.com;

ccooper@bmolaw.com; mjohnson@mbolaw.com

DOCUMENTS ONLY

hts-dl-uadmin@hilltopsecurities.com

EXHIBIT 7

For more information on the school and its history please access their website FCCLive.com

October 1, 2026

Family Christian Center of Clermont, Inc. Proposed Financing Structure Overview

1) Borrower/Obligor

Family Christian Center of Clermont (the "Borrower") or another 501(c)(3) created to facilitate the proposed financing.

2) Use of Proceeds:

Finance or refinance costs to acquire, construct and furnish a gymnasium and K-12 classroom facilities in Clermont, Florida and refinance existing indebtedness of the Borrower (the "Project"). Additional uses of proceeds will include funding a debt service reserve fund, capitalized interest and costs of issuance.

3) Preliminary Structure:

Up to 35 year fixed-rate bonds issued as one or more term bonds (the "Bonds"). The Bonds will be issued as both tax-exempt and taxable Series as required to comply with IRS rules. Additionally, a portion of the Bonds will be structured to allow early repayment from fundraising proceeds.

4) Prepayment:

No prepayment for 10 years. After 10 years, the Bonds may be prepaid at any time with no penalty. This call feature may be adjusted to include a shorter call which may include a premium. Additionally, a portion of the Bonds will be structured to allow repayment from fundraising proceeds.

5) Collateral and Security:

The Bonds will be secured by a pledge of revenues of the Borrower. Bondholders will be granted a security interest in the Project facilities as well as personal property of the Borrower.

6) Costs of Issuance:

Costs of issuance will include a 2.5% Underwriter's Discount, along with fees for financing participants including Bond Counsel, Borrower's Counsel, Underwriter's Counsel, Issuer's Counsel, Conduit Issuer, Rating Agency (if the bonds are rated), Bond Trustee, Municipal Advisor, Title, and due diligence (appraisal, Phase I, etc). It is anticipated that the Costs of Issuance will be funded from proceeds of the proposed Bonds.

7) Information Requirements:

The Borrower will provide information requested by the Underwriter, Underwriter's Counsel and Bond Counsel necessary to meet credit and tax due diligence requirements and to draft the offering document including Appendix A. Information will include information on historical and projected operating and financial results as well as information about the current project.

8) Timing:

The financing timetable is estimated to take approximately 70-90 days from execution of the Underwriter's engagement letter, however, project due diligence items may impact the timing, as will the conduit Issuer's timetable. Below is a sample timetable for reference. This calendar may be extended if the Issuer requires two meetings, or if the final project contract and/or permits delay beyond the printing date shown.

Week Of		Responsible Parties
9/21	Engage Underwriter	FCC
10/6	Due Diligence Checklist Distributed	BOC, UC
10/14	Preliminary Working Group Call	ALL
10/23	First Drafts of Bond Documents Distributed	BOC
10/29	Due Diligence Meeting	FCC, UW, UC, BC, BOC
	First Draft of Offering Document Distributed	UC
	Issuer Application Submitted	FCC, UW
11/6	Due Diligence Information Completed	FCC, BC
11/10	First Draft of Appendix A Distributed	UC
	Issuer Meeting	FCC, UW, IS, BOC
11/13	Substantially Final Documents Circulated	BOC, UC
11/17	Print Offering Document	UW, UC
12/1	Investor Call	FCC, MA, UW
12/8	Pricing	FCC, MA, UW
12/17	Closing & Funding	FCC, UW, TR

FCC	Borrower
BC	Borrower's Counsel
BOC	Bond Counsel
UC	Underwriter's Counsel
UW	Underwriter
MA	Municipal Advisor
IS	Issuer
TR	Trustee

FCC
Balance Sheet
As of June 30, 2026

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
Merrill Lynch	1,005,019.79
PNC/Compass School	57,750.33
PNC/Compass Sports New	119,419.13
Renasant Church	55,343.29
Renasant Reserve	72,551.56
Renasant School	5,420.12
Renasant Sky Zone	149.84
Truist -Designated	1,011.64
Truist CH General Fund	188,123.82
Truist School Designated	49,879.44
Truist Sky Zone	12,147.21
Truist-School	7,016.19
Total Bank Accounts	\$ 1,573,832.36
Accounts Receivable	
Accounts Receivable	37,691.80
Total Accounts Receivable	\$ 37,691.80
Other Current Assets	
Deposits Held in Trust	150,000.00
Florida Blue	1,479.48
Inventory Asset	46,935.12
Investment - Other	762.80
PayPal Account - Church	61.84
Principal	455.84
SkyZone-Store Bank	2,086.07
Total Other Current Assets	\$ 201,781.15
Total Current Assets	\$ 1,813,305.31
Fixed Assets	
2014 Classroom Renovations	66,494.11
2015 Modulares	552,531.35
2016 Classrooms	364,877.82
2017 Sky Zone Expansion	1,800,646.79
2022 K12 Modular	1,960,948.60
Accumulated Depreciation	-9,407,650.32
Audio Visual	1,105,509.58
Building 1	1,319,778.34
Building 2	7,775,431.94

Equipment	930,166.90
Equipment-skyzone	1,423,311.43
Exterior Enhancements	175,921.80
Furniture and Equipment	548,211.86
Land	660,000.00
Land Improvements	704,733.31
Modular Building	321,091.00
New Classrooms	1,603,600.98
Paradise Park	298,517.36
Signage	28,068.56
Soccer Field	62,140.74
Software	22,283.00
Vehicles	186,863.58
Work in Progress	211,322.63
Total Fixed Assets	\$ 12,714,801.36
Other Assets	
Accumulated Amortization	-578,792.04
Intangible Assets	94,237.50
Refi Costs	730,244.60
Total Other Assets	\$ 245,690.06
TOTAL ASSETS	\$ 14,773,796.73
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	447,861.61
Total Accounts Payable	\$ 447,861.61
Credit Cards	
Amex Church	30,927.77
Amex School	19,465.85
Amex SkyZone	25,247.45
Total Credit Cards	\$ 75,641.07
Other Current Liabilities	
Accrued Interest Payable	45,344.08
Accrued Salary	146,902.35
Deferred Revenue	1,559.30
Sales tax payable	12,792.74
Total Other Current Liabilities	\$ 206,598.47
Total Current Liabilities	\$ 730,101.15
Long-Term Liabilities	
Renasant 2024 A Bonds	6,415,412.48
Renasant 2024B Bonds	2,594,927.18
Total Long-Term Liabilities	\$ 9,010,339.66
Total Liabilities	\$ 9,740,440.81

Equity

Unrestricted Net Assets	3,934,799.56
Net Income	1,098,556.36
Total Equity	\$ 5,033,355.92
TOTAL LIABILITIES AND EQUITY	\$ 14,773,796.73

Thursday, Jul 16, 2026 12:44:17 PM GMT-7 - Accrual Basis

FCC

Profit and Loss

January - June, 2026

	TOTAL
Income	
Church Income	2,572,031.96
School Income	3,358,373.76
Sky Zone Sports Income	1,110,656.09
Total Income	\$7,041,061.81
Cost of Goods Sold	
Food, Concessions -SkyZone	83,473.94
Merchandise	29,685.82
Total Cost of Goods Sold	\$113,159.76
GROSS PROFIT	\$6,927,902.05
Expenses	
Equipment Expenses	80,168.39
Facility and Property	890,439.53
Ministry Expenses	418,165.11
Mortgage, Bond, Note Expense	263,516.42
Operating Expenses	1,137,813.48
Payroll Expenses	3,062,284.35
Total Expenses	\$5,852,387.28
NET OPERATING INCOME	\$1,075,514.77
Other Income	
Dividends/ Interest	1,434.24
Sale of Assets	21,607.35
Total Other Income	\$23,041.59
NET OTHER INCOME	\$23,041.59
NET INCOME	\$1,098,556.36

TABLE OF CONTENTS

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026
Market Rates as of 08/13/2026
\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution
\$5.5M 10yr Call / \$5M 5yr Call
CAPI & DSRF Funds Invested at 3.5%
Preliminary - Subject to Change

Report	Page
Revenue Refunding and New Money Bonds, Series 2026	
Sources and Uses of Funds	1
Bond Pricing	2
Bond Maturity Table	3
Net Debt Service	4
Bond Summary Statistics	6

SOURCES AND USES OF FUNDS

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026

Market Rates as of 08/13/2026

\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution

\$5.5M 10yr Call / \$5M 5yr Call

CAPI & DSRF Funds Invested at 3.5%

Preliminary - Subject to Change

Dated Date 11/19/2026
Delivery Date 11/19/2026

Sources:	Tax-Exempt Bonds Series	Tax-Exempt Bonds (Early Call)	Taxable Bonds Series	Total
Bond Proceeds:				
Par Amount	14,515,000.00	6,120,000.00	2,325,000.00	22,960,000.00
Other Sources of Funds:				
Equity Contribution			1,500,000.00	1,500,000.00
	14,515,000.00	6,120,000.00	3,825,000.00	24,460,000.00
Uses:				
Project Fund Deposits:				
Project Fund	5,500,000.00			5,500,000.00
Project Fund (Early Callable)		5,000,000.00		5,000,000.00
	5,500,000.00	5,000,000.00		10,500,000.00
Refunding Escrow Deposits:				
Cash Deposit	6,375,770.40		2,585,159.03	8,960,929.43
Other Fund Deposits:				
Capitalized Interest Fund	1,134,589.17	478,380.00	233,662.50	1,846,631.67
Debt Service Reserve Fund	1,220,593.91	514,642.42	195,513.67	1,930,750.00
	2,355,183.08	993,022.42	429,176.17	3,777,381.67
Delivery Date Expenses:				
Cost of Issuance	135,148.98	56,983.24	307,867.78	500,000.00
Underwriter's Discount	155,151.02	65,416.76	353,432.22	574,000.00
	290,300.00	122,400.00	661,300.00	1,074,000.00
Other Uses of Funds:				
Swap Payoff			145,688.23	145,688.23
Additional Proceeds	(6,253.48)	4,577.58	3,676.57	2,000.67
	(6,253.48)	4,577.58	149,364.80	147,688.90
	14,515,000.00	6,120,000.00	3,825,000.00	24,460,000.00

Note: Swap payoff amount estimated as of August 10th, 2026

BOND PRICING

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026
Market Rates as of 08/13/2026
\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution
\$5.5M 10yr Call / \$5M 5yr Call
CAPI & DSRF Funds Invested at 3.5%
Preliminary - Subject to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Taxable Term Bond:					
	12/31/2036	2,325,000	9.000%	9.000%	100.000
Tax-Exempt Term Bond (Early Call):					
	12/31/2056	6,120,000	7.000%	7.000%	100.000
Tax-Exempt Term Bond:					
	12/31/2056	14,515,000	7.000%	7.000%	100.000
		22,960,000			

Dated Date	11/19/2026	
Delivery Date	11/19/2026	
First Coupon	12/31/2026	
Par Amount	22,960,000.00	
Original Issue Discount		
Production	22,960,000.00	100.000000%
Underwriter's Discount	(574,000.00)	(2.500000%)
Purchase Price	22,386,000.00	97.500000%
Accrued Interest		
Net Proceeds	22,386,000.00	

BOND MATURITY TABLE

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026

Market Rates as of 08/13/2026

\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution

\$5.5M 10yr Call / \$5M 5yr Call

CAPI & DSRF Funds Invested at 3.5%

Preliminary - Subject to Change

Maturity Date	Tax-Exempt Term Bond (Early Call)	Tax-Exempt Term Bond	Taxable Term Bond	Total
12/31/2027				
12/31/2028				
12/31/2029				
12/31/2030			275,000	275,000
12/31/2031			300,000	300,000
12/31/2032			325,000	325,000
12/31/2033			355,000	355,000
12/31/2034			390,000	390,000
12/31/2035			425,000	425,000
12/31/2036	205,000		255,000	460,000
12/31/2037	500,000			500,000
12/31/2038	535,000			535,000
12/31/2039	570,000			570,000
12/31/2040	610,000			610,000
12/31/2041	655,000			655,000
12/31/2042	700,000			700,000
12/31/2043	750,000			750,000
12/31/2044	800,000			800,000
12/31/2045	795,000	60,000		855,000
12/31/2046		915,000		915,000
12/31/2047		980,000		980,000
12/31/2048		1,050,000		1,050,000
12/31/2049		1,125,000		1,125,000
12/31/2050		1,200,000		1,200,000
12/31/2051		1,285,000		1,285,000
12/31/2052		1,375,000		1,375,000
12/31/2053		1,470,000		1,470,000
12/31/2054		1,575,000		1,575,000
12/31/2055		1,680,000		1,680,000
12/31/2056		1,800,000		1,800,000
	6,120,000	14,515,000	2,325,000	22,960,000

NET DEBT SERVICE

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026
Market Rates as of 08/13/2026
\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution
\$5.5M 10yr Call / \$5M 5yr Call
CAPI & DSRF Funds Invested at 3.5%
Preliminary - Subject to Change

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/31/2026		192,931.67	192,931.67	192,931.67	
12/31/2027		1,653,700.00	1,653,700.00	1,653,700.00	
12/31/2028		1,653,700.00	1,653,700.00		1,653,700
12/31/2029		1,653,700.00	1,653,700.00		1,653,700
12/31/2030	275,000	1,653,700.00	1,928,700.00		1,928,700
12/31/2031	300,000	1,628,950.00	1,928,950.00		1,928,950
12/31/2032	325,000	1,601,950.00	1,926,950.00		1,926,950
12/31/2033	355,000	1,572,700.00	1,927,700.00		1,927,700
12/31/2034	390,000	1,540,750.00	1,930,750.00		1,930,750
12/31/2035	425,000	1,505,650.00	1,930,650.00		1,930,650
12/31/2036	460,000	1,467,400.00	1,927,400.00		1,927,400
12/31/2037	500,000	1,430,100.00	1,930,100.00		1,930,100
12/31/2038	535,000	1,395,100.00	1,930,100.00		1,930,100
12/31/2039	570,000	1,357,650.00	1,927,650.00		1,927,650
12/31/2040	610,000	1,317,750.00	1,927,750.00		1,927,750
12/31/2041	655,000	1,275,050.00	1,930,050.00		1,930,050
12/31/2042	700,000	1,229,200.00	1,929,200.00		1,929,200
12/31/2043	750,000	1,180,200.00	1,930,200.00		1,930,200
12/31/2044	800,000	1,127,700.00	1,927,700.00		1,927,700
12/31/2045	855,000	1,071,700.00	1,926,700.00		1,926,700
12/31/2046	915,000	1,011,850.00	1,926,850.00		1,926,850
12/31/2047	980,000	947,800.00	1,927,800.00		1,927,800
12/31/2048	1,050,000	879,200.00	1,929,200.00		1,929,200
12/31/2049	1,125,000	805,700.00	1,930,700.00		1,930,700
12/31/2050	1,200,000	726,950.00	1,926,950.00		1,926,950
12/31/2051	1,285,000	642,950.00	1,927,950.00		1,927,950
12/31/2052	1,375,000	553,000.00	1,928,000.00		1,928,000
12/31/2053	1,470,000	456,750.00	1,926,750.00		1,926,750
12/31/2054	1,575,000	353,850.00	1,928,850.00		1,928,850
12/31/2055	1,680,000	243,600.00	1,923,600.00		1,923,600
12/31/2056	1,800,000	126,000.00	1,926,000.00		1,926,000
	22,960,000	34,257,231.67	57,217,231.67	1,846,631.67	55,370,600

NET DEBT SERVICE

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026
Market Rates as of 08/13/2026

\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution

\$5.5M 10yr Call / \$5M 5yr Call

CAPI & DSRF Funds Invested at 3.5%

Preliminary - Subject to Change

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/31/2026		192,931.67	192,931.67	192,931.67	
06/30/2027		826,850.00	826,850.00	826,850.00	
12/31/2027		826,850.00	826,850.00	826,850.00	
06/30/2028		826,850.00	826,850.00		826,850
12/31/2028		826,850.00	826,850.00		826,850
06/30/2029		826,850.00	826,850.00		826,850
12/31/2029		826,850.00	826,850.00		826,850
06/30/2030		826,850.00	826,850.00		826,850
12/31/2030	275,000	826,850.00	1,101,850.00		1,101,850
06/30/2031		814,475.00	814,475.00		814,475
12/31/2031	300,000	814,475.00	1,114,475.00		1,114,475
06/30/2032		800,975.00	800,975.00		800,975
12/31/2032	325,000	800,975.00	1,125,975.00		1,125,975
06/30/2033		786,350.00	786,350.00		786,350
12/31/2033	355,000	786,350.00	1,141,350.00		1,141,350
06/30/2034		770,375.00	770,375.00		770,375
12/31/2034	390,000	770,375.00	1,160,375.00		1,160,375
06/30/2035		752,825.00	752,825.00		752,825
12/31/2035	425,000	752,825.00	1,177,825.00		1,177,825
06/30/2036		733,700.00	733,700.00		733,700
12/31/2036	460,000	733,700.00	1,193,700.00		1,193,700
06/30/2037		715,050.00	715,050.00		715,050
12/31/2037	500,000	715,050.00	1,215,050.00		1,215,050
06/30/2038		697,550.00	697,550.00		697,550
12/31/2038	535,000	697,550.00	1,232,550.00		1,232,550
06/30/2039		678,825.00	678,825.00		678,825
12/31/2039	570,000	678,825.00	1,248,825.00		1,248,825
06/30/2040		658,875.00	658,875.00		658,875
12/31/2040	610,000	658,875.00	1,268,875.00		1,268,875
06/30/2041		637,525.00	637,525.00		637,525
12/31/2041	655,000	637,525.00	1,292,525.00		1,292,525
06/30/2042		614,600.00	614,600.00		614,600
12/31/2042	700,000	614,600.00	1,314,600.00		1,314,600
06/30/2043		590,100.00	590,100.00		590,100
12/31/2043	750,000	590,100.00	1,340,100.00		1,340,100
06/30/2044		563,850.00	563,850.00		563,850
12/31/2044	800,000	563,850.00	1,363,850.00		1,363,850
06/30/2045		535,850.00	535,850.00		535,850
12/31/2045	855,000	535,850.00	1,390,850.00		1,390,850
06/30/2046		505,925.00	505,925.00		505,925
12/31/2046	915,000	505,925.00	1,420,925.00		1,420,925
06/30/2047		473,900.00	473,900.00		473,900
12/31/2047	980,000	473,900.00	1,453,900.00		1,453,900
06/30/2048		439,600.00	439,600.00		439,600
12/31/2048	1,050,000	439,600.00	1,489,600.00		1,489,600
06/30/2049		402,850.00	402,850.00		402,850
12/31/2049	1,125,000	402,850.00	1,527,850.00		1,527,850
06/30/2050		363,475.00	363,475.00		363,475
12/31/2050	1,200,000	363,475.00	1,563,475.00		1,563,475
06/30/2051		321,475.00	321,475.00		321,475
12/31/2051	1,285,000	321,475.00	1,606,475.00		1,606,475
06/30/2052		276,500.00	276,500.00		276,500
12/31/2052	1,375,000	276,500.00	1,651,500.00		1,651,500
06/30/2053		228,375.00	228,375.00		228,375
12/31/2053	1,470,000	228,375.00	1,698,375.00		1,698,375
06/30/2054		176,925.00	176,925.00		176,925
12/31/2054	1,575,000	176,925.00	1,751,925.00		1,751,925
06/30/2055		121,800.00	121,800.00		121,800
12/31/2055	1,680,000	121,800.00	1,801,800.00		1,801,800
06/30/2056		63,000.00	63,000.00		63,000
12/31/2056	1,800,000	63,000.00	1,863,000.00		1,863,000
	22,960,000	34,257,231.67	57,217,231.67	1,846,631.67	55,370,600

BOND SUMMARY STATISTICS

**Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026**

**Market Rates as of 08/13/2026
\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution
\$5.5M 10yr Call / \$5M 5yr Call
CAPI & DSRF Funds Invested at 3.5%
Preliminary - Subject to Change**

	Tax-Exempt Bonds Series	Tax-Exempt Bonds (Early Call)	Taxable Bonds Series	Aggregate	
Dated Date	11/19/2026	11/19/2026	11/19/2026	11/19/2026	
Delivery Date	11/19/2026	11/19/2026	11/19/2026	11/19/2026	
First Coupon	12/31/2026	12/31/2026	12/31/2026	12/31/2026	
Last Maturity	12/31/2056	12/31/2045	12/31/2036	12/31/2056	
Arbitrage Yield	7.001639%	7.001639%	9.004496%	7.001639%	
True Interest Cost (TIC)	7.092968%	7.118569%	12.305311%	7.355943%	
Net Interest Cost (NIC)	7.041498%	7.069656%	11.103607%	7.187793%	
All-In TIC	7.173843%	7.221707%	15.921515%	7.579385%	
Average Coupon	7.000000%	7.000000%	9.000000%	7.069342%	
Average Life (years)	25.758	15.345	7.226	21.106	
Duration of Issue (years)	12.139	9.513	5.148	10.552	
Par Amount	14,515,000.00	6,120,000.00	2,325,000.00	22,960,000.00	
Bond Proceeds	14,515,000.00	6,120,000.00	2,325,000.00	22,960,000.00	
Total Interest	26,171,139.17	6,573,980.00	1,512,112.50	34,257,231.67	
Net Interest	26,326,290.19	6,639,396.76	1,865,544.72	34,831,231.67	
Bond Years from Dated Date	373,873,416.67	93,914,000.00	16,801,250.00	484,588,666.67	
Bond Years from Delivery Date	373,873,416.67	93,914,000.00	16,801,250.00	484,588,666.67	
Total Debt Service	40,686,139.17	12,693,980.00	3,837,112.50	57,217,231.67	
Maximum Annual Debt Service	1,930,700.00	914,150.00	486,300.00	1,930,750.00	
Average Annual Debt Service	1,350,950.94	664,026.85	379,286.24	1,899,652.74	
Underwriter's Fees (per \$1000)					
Average Takedown					
Other Fee					
Total Underwriter's Discount	10.689013	10.689013	152.013858	25.000000	
Bid Price	10.689013	10.689013	152.013858	25.000000	
	98.931099	98.931099	84.798614	97.500000	
Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Taxable Term Bond	2,325,000.00	100.000	9.000%	7.226	1,511.25
Tax-Exempt Term Bond (Early Call)	6,120,000.00	100.000	7.000%	15.345	7,650.00
Tax-Exempt Term Bond	14,515,000.00	100.000	7.000%	25.758	18,143.75
	22,960,000.00			21.106	27,305.00

BOND SUMMARY STATISTICS

Family Christian Center of Clermont, Inc. FL
Revenue Refunding and New Money Bonds, Series 2026

Market Rates as of 08/13/2026
\$10.5MM Project Fund / CAPI Through 12/31/2027 / \$1.5MM Equity Contribution
\$5.5M 10yr Call / \$5M 5yr Call
CAPI & DSRF Funds Invested at 3.5%
Preliminary - Subject to Change

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,960,000.00	22,960,000.00	20,635,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(574,000.00)	(574,000.00)	
- Cost of Issuance Expense		(500,000.00)	
- Other Amounts			
Target Value	22,386,000.00	21,886,000.00	20,635,000.00
Target Date	11/19/2026	11/19/2026	11/19/2026
Yield	7.355943%	7.579385%	7.001639%

FAMILY CHRISTIAN CENTER
OF CLERMONT, INC.

FINANCIAL STATEMENTS

Years Ended December 31, 2023 and 2022

TABLE OF CONTENTS

	Page
Independent Accountants' Review Report	1 - 2
Financial Statements:	
<i>Statements of Financial Position</i>	3 - 4
<i>Statements of Activities</i>	5
<i>Statements of Cash Flows</i>	6
<i>Statements of Functional Expenses</i>	7
<i>Notes to Financial Statements</i>	8-15

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
Family Christian Center of Clermont, Inc.
Clermont, Florida

We have reviewed the accompanying statements of financial position of Family Christian Center of Clermont, Inc. (a nonprofit organization) as of December 31, 2023 and 2022, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Church's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

We are required to be independent of the Family Christian Center of Clermont, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.



Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

*Binney Accounting and
Assurance Services, PLLC*

Clermont, FL

February 26, 2024

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Financial Position

ASSETS

	December 31,	
	2023	2022
<u>Current Assets</u>		
Cash and Cash Equivalents - Unrestricted	\$ 416,234	\$ 597,089
Accounts Receivable - Voluntary Pre-K	22,871	22,820
Inventory	34,882	34,882
Other Current Assets	-	28,992
Total Current Assets	473,987	683,783
<u>Property and Equipment</u>		
Land and Land Improvements	1,291,268	1,291,268
Buildings	15,883,085	15,714,261
Equipment & Software	2,722,622	2,236,002
Furniture and Fixtures	567,461	567,461
Motor Vehicles	186,864	139,491
Park	298,517	298,517
Right of Use - Lease	200,057	61,030
Work In Process	140,447	140,447
Total Property, Equipment and Leases	21,290,321	20,448,477
Less Accumulated Depreciation	7,339,331	6,433,837
Net Property and Equipment	13,950,990	14,014,640
<u>Noncurrent Assets</u>		
Intangible Asset, net of Accumulated Amortization	91,102	92,147
Investments	15,244	685
Total Noncurrent Assets	106,346	92,832
Total Assets	\$ 14,531,323	\$ 14,791,255

Read the accompanying notes to the financial statements and accountants' review report.

LIABILITIES AND NET ASSETS

	December 31,	
	2023	2022
<u>Current Liabilities</u>		
Accounts Payable and Accrued Expenses	\$ 545,120	\$ 694,915
Current Portion of Notes Payable	630,144	597,656
Current Portion of Lease Liability	49,863	24,703
Other Current Liabilities	82,017	138,526
<u>Total Current Liabilities</u>	<u>1,307,144</u>	<u>1,455,800</u>
<u>Long-Term Liabilities</u>		
Lease Liability	150,194	36,327
Notes Payable, Excluding Current Maturities	9,023,437	9,359,258
<u>Total Long-Term Liabilities</u>	<u>9,173,631</u>	<u>9,395,585</u>
<u>Total Liabilities</u>	<u>10,480,775</u>	<u>10,851,385</u>
<u>Net Assets:</u>		
Without Donor Restrictions	4,050,548	3,939,870
With Donor Restrictions	-	-
<u>Total Net Assets</u>	<u>4,050,548</u>	<u>3,939,870</u>
 Total Liabilities and Net Assets	 <u><u>\$ 14,531,323</u></u>	 <u><u>\$ 14,791,255</u></u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Activities

	Year Ended December 31,					
	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND OTHER SUPPORT:						
Contributions	\$ 1,325,680	\$ 51,316	\$ 1,376,996	\$ 1,427,439	\$ 55,263	\$ 1,482,702
Donated Services and Property	264,447	-	264,447	324,302	-	324,302
Grants	429,225	-	429,225	1,023,425	-	1,023,425
Preschool	1,404,982	-	1,404,982	1,390,249	-	1,390,249
School Tuition and Fees	4,181,883	-	4,181,883	3,357,042	-	3,357,042
Skyzone Complex	2,846,192	-	2,846,192	3,091,481	-	3,091,481
Investment Income	14,603	-	14,603	18,152	-	18,152
Unrealized Gain	78	-	78	(2)	-	(2)
Other Income	168,207	-	168,207	125,915	-	125,915
Net Assets Released						
From Restrictions	51,316	(51,316)	-	55,263	(55,263)	-
Total Revenue and Other Support	10,686,613	-	10,686,613	10,813,266	-	10,813,266
EXPENSES:						
Program Services:						
Evangelism	1,965,928	-	1,965,928	2,243,039	-	2,243,039
Care and Outreach Ministry	767,494	-	767,494	343,977	-	343,977
Preschool	1,874,466	-	1,874,466	1,736,358	-	1,736,358
School	3,369,528	-	3,369,528	2,578,858	-	2,578,858
Skyzone	2,306,395	-	2,306,395	2,756,978	-	2,756,978
Total Program Services	10,283,811	-	10,283,811	9,659,209	-	9,659,209
Supporting Services:						
General Administrative	200,364	-	200,364	326,305	-	326,305
Salaries and Taxes	91,760	-	91,760	539,206	-	539,206
Total Supporting Services	292,124	-	292,124	865,512	-	865,512
Total Expenses	10,575,935	-	10,575,935	10,524,721	-	10,524,721
Change in Net Assets	110,678	-	110,678	288,545	-	288,545
Net Assets, Beginning of Year	3,939,870	-	3,939,870	3,651,325	-	3,651,325
Net Assets, End of Year	\$ 4,050,548	\$ -	\$ 4,050,548	\$ 3,939,870	\$ -	\$ 3,939,870

Read the accompanying notes to the financial statements and accountants' review report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Cash Flows

	Year Ended December 31,	
	2023	2022
<u>Cash Flows From Operating Activities:</u>		
Change in Net Assets	\$ 110,678	\$ 288,545
Adjustments to Reconcile Change in Net Assets to Net		
Cash Provided by Operating Activities:		
Depreciation and Amortization	906,539	821,756
Unrealized (Gain) Loss on Investments	(78)	-
(Increase) In Accounts Receivable - Voluntary P.e-K	(51)	(3,898)
Decrease In Accounts Receivable - IRS Credit	-	-
(Increase) In Inventory	-	(3,894)
(Increase) In Investments	(14,479)	-
(Increase) Decrease In Other Current Assets	28,992	(26,792)
Increase(Decrease) in Accounts Payable and Accrued Expenses	(149,795)	399,811
Increase(Decrease) In Current Liabilities	(56,509)	19,304
<u>Total Adjustments</u>	<u>714,619</u>	<u>1,206,287</u>
Net Cash Provided by Operating Activities	<u>825,297</u>	<u>1,494,832</u>
<u>Cash Flows From Investing Activities:</u>		
Acquisition of Property and Equipment	(702,817)	(2,406,424)
Net Cash Used In Investing Activities	<u>(702,817)</u>	<u>(2,406,424)</u>
<u>Cash Flows From Financing Activities:</u>		
Borrowings on Notes Payable, net of repayments	(303,335)	141,866
Net Cash Provided By (Used In) Financing Activities	<u>(303,335)</u>	<u>141,866</u>
Decrease in Cash and Cash Equivalents	(180,855)	(769,726)
Cash and Cash Equivalents at Beginning of Year	<u>597,089</u>	<u>1,366,813</u>
Cash and Cash Equivalents at End of Year	<u>\$ 416,234</u>	<u>\$ 597,087</u>

Read the accompanying notes to the financial statements and accountants' review report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Functional Expenses

Year Ended December 31, 2023

	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skyzone	General Administrative	Salaries and Taxes	Total
Administrative Expenses	\$ 30,033	\$ -	\$ 109,970	\$ 214,476	\$ -	\$ 42,051	\$ 38,413	\$ 434,943
Amortization	-	-	-	-	-	1,045	-	1,045
Computer and Equipment Repair	19,713	-	18,500	27,476	-	22,384	-	88,073
Depreciation and Amortization	175,909	-	165,079	245,177	247,619	71,710	-	905,494
Dues and Subscriptions	-	-	-	4,879	-	-	-	4,879
Insurance Expense	142,473	-	35,618	52,901	142,473	-	-	373,465
Interest Expense	109,262	-	84,581	125,620	193,213	-	-	512,675
Marketing and Scholarships	93,755	-	-	-	117,193	-	-	210,948
Professional Fees	41,974	100,812	39,390	58,503	-	-	-	240,679
Program Expenses	-	666,682	157,393	-	-	-	-	824,075
Rental Expense	-	-	-	12,756	35,461	1,034	-	49,252
Repairs and Maintenance	192,836	-	107,105	159,073	170,060	20,128	-	649,202
Salaries, Wages and Benefits	1,082,060	-	1,096,518	2,379,089	1,072,047	-	34,564	5,664,278
Skyzone Food & Concessions	-	-	-	-	232,564	-	-	232,564
Taxes and Licenses	-	-	-	-	-	-	18,783	18,783
Utilities	77,913	-	60,313	89,577	95,764	42,012	-	365,579
	<u>\$ 1,965,928</u>	<u>\$ 767,494</u>	<u>\$1,874,466</u>	<u>\$ 3,369,528</u>	<u>\$ 2,306,395</u>	<u>\$ 200,364</u>	<u>\$ 91,760</u>	<u>\$ 10,575,935</u>

Year Ended December 31, 2022

	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skyzone	General Administrative	Salaries and Taxes	Total
Administrative Expenses	\$ 77,086	\$ -	\$ 341,586	\$ 507,327	\$ -	\$ 102,830	\$ -	\$ 1,028,828
Amortization	-	-	-	-	-	1,356	-	1,356
Computer and Equipment Repair	71,522	-	67,119	99,686	16,059	81,211	-	335,598
Depreciation and Amortization	174,844	-	135,349	269,865	214,906	25,435	-	820,400
Dues and Subscriptions	-	-	-	-	-	3,151	-	3,151
Insurance Expense	83,794	12,850	64,866	96,339	135,326	-	-	393,175
Interest Expense	246,483	-	-	-	369,724	-	-	616,207
Marketing and Scholarships	120,580	-	-	-	120,581	-	-	241,161
Program Expenses	-	337,988	134,401	199,614	-	-	-	672,003
Rental Expense	-	-	-	-	32,057	-	-	32,057
Repairs and Maintenance	128,356	-	99,362	198,112	157,766	18,673	-	602,270
Salaries, Wages and Benefits	1,113,643	170,781	862,082	1,280,373	1,368,807	162,007	267,710	5,225,402
Skyzone Food & Concessions	-	-	-	-	252,281	-	-	252,281
Taxes and Licenses	-	-	-	-	-	-	27,891	27,891
Utilities	58,170	8,920	45,030	66,878	71,498	8,462	13,983	272,941
	<u>\$ 2,074,478</u>	<u>\$ 530,539</u>	<u>\$1,749,793</u>	<u>\$ 2,718,195</u>	<u>\$ 2,739,005</u>	<u>\$ 403,125</u>	<u>\$ 309,584</u>	<u>\$ 10,524,721</u>

Read the Accompanying notes to the financial statements and accountants' review report
Page 7

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies

Nature of Activities

Family Christian Center of Clermont, Inc. (FCC) , (“the Church”) is dedicated to helping people connect with a life-changing relationship with Jesus Christ, His purpose for their lives, and His church family and our community. Our mission at FCC is to win souls, make disciples and develop leaders for Christ.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting. The Church reports information regarding its financial position and activities according to two classes of net assets as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are available for use at the discretion of the Board and/or management for general operating purposes. From time to time the Board may designate a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net Assets With Donor Restrictions

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed restrictions, time and/or purpose restrictions.

The Church reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and highly liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on these pledges are computed using a risk-free interest rate applicable to the year in which the promise is expected to be received. The Church had no promises to give in 2023 or 2022.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies - continued

Functional Expenses

The costs of providing various program services and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated on a reasonable basis that is consistently applied among the programs and support services benefited. The costs that are allocated include salaries, employee benefits, payroll taxes, facilities cost, office expense, and others.

Contributions

Contributions received are recorded as without donor restrictions or with donor restrictions, depending on the existence or nature of any donor restrictions. Support that is not restricted is reported as an increase in net assets without donor restrictions. All other support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Contributed Services and Materials

In addition to receiving cash contributions, the Church occasionally receives in-kind contributions from various donors. It is the policy of the Church to record the estimated fair market value of certain in-kind donations as an asset or expense in its financial statements, and similarly increase donations by a like amount.

A substantial number of volunteers have donated significant amounts of time to the Church's programs and supporting services. Occasionally, contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, and would typically need to be purchased if not provided by donation are made. These donations are recorded at their fair values in the period received.

Property and Equipment

All acquisitions of property and equipment in excess of \$5,000 and all expenditures for repairs, maintenance, or improvements that significantly prolong the useful lives of the assets are capitalized. Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of gift. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions.

Absent donor stipulations regarding how long those donated assets must be maintained, the Church reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Church reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method over the estimated useful life of assets.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.
Notes to Financial Statements - Continued
December 31, 2023 and 2022

1. Summary of Significant Accounting Policies - continued

Property and Equipment - continued

The class lives of the more significant items within each property classification are as follows:

Equipment & Software	5 - 15 years
Furniture and Fixtures	10 years
Land Improvements	20 years
Buildings	40 years
Park	20 years

Depreciation expense was \$905,494 and \$820,710 for the years ended December 31, 2023 and 2022, respectively.

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Church's policy is to recognize these costs when actually paid.

Income Taxes

The Church was organized as an organization exempt from income taxation under Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Accordingly, no provision for federal income taxes is included in the accompanying financial statements. The Church is classified as a publicly supported organization rather than as a private foundation.

Inventories

Inventories consist of Skyzone merchandise that is available for sale and donated program items. Inventories are stated at retail value, as determined on a first-in, first-out basis. Inventory is accounted for under the consumption basis.

Subsequent Event Review

The Church has adopted guidance that requires the disclosure of the date through which an entity has evaluated subsequent events and the basis for that date (that is, whether that date represents the date the financial statements were issued or were available to be issued). The Church has evaluated subsequent events through February 26, 2024, which is the date the financial statements were available to be issued.

2. Statement of Cash Flows

Additional Cash Flow Information

Cash Paid for Interest

December 31,	
2023	2022
\$ 512,675	\$ 616,206

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2023 and 2022

3. Concentrations of Credit Risk

The Church is supported by contributions from the congregation. It is always considered reasonably possible that major benefactors, grantors or contributors might be lost in the near term. The Church's market is concentrated in the Clermont, Florida, geographical area.

The Church maintains cash balances in banks. These balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Church has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash balances.

4. Family Christian Sports, LLC.

During 2011, the Church formed Skyzone, LLC as a ministry to the youth of Clermont. Skyzone, LLC was owned 100% by the Church and therefore was treated as a disregarded entity of the Church for federal tax purposes. The LLC was dissolved in January 2014 and a new entity, Family Christian Sports, LLC was formed to replace it.

5. Financing Costs

From 2012 to 2017, the Church entered into several financing/refinancing agreements. The Church paid \$469,113 in for the financing/refinancing of its debt. These costs have been capitalized and are being amortized over the bond maturity. The amortization expense for 2023 and 2022 was \$1,045 and \$1,356, respectively. The net unamortized bond issue costs at December 31, 2023 and 2022 was \$91,102 and \$92,147, respectively.

6. Loan Refinancing

During 2017, the Church refinanced its debt. The refinancing paid off all existing bank loans. The new debt is in the form of a \$7,685,691 Industrial Development Revenue Note and a \$2,467,590 Taxable Revenue Note. Interest rates vary between 3.6570% and 5.4992%. The Church is required to make monthly SWAP interest payments, which average approximately \$5,700.

7. Net Assets Released from Restrictions

Net Assets were released from donor restrictions by satisfying the restricted purposes or by occurrence of other events specified by donors during 2023 and 2022.

Purpose restrictions accomplished:

Missions and Ministries
Youth

December 31,	
2023	2022
\$ 44,436	\$ 52,200
6,880	3,063
<u>\$ 51,316</u>	<u>\$ 55,263</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.
Notes to Financial Statements - Continued
December 31, 2023 and 2022

8. Pension Plans

During 2018, the Church established a retirement plan for the lead pastor and a 403(b) plan for its employees. The 2023 and 2022 Church payments for these plans were \$66,497 and \$75,413 respectively.

9. Long Term Debt

In 2017, the Church issued \$7,190,770 in Tax Revenue Notes (2017A) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$42,341 with a variable interest rate of 3.3570%.

6,075,520 6,388,887

In 2017, the Church issued \$2,467,590 in Tax Revenue Notes (2017B) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$13,506 with a variable interest rate of 5.4992%.

2,203,842 2,257,483

In 2021, The Church financed the acquisition of two busses. Each bus was financed for \$45,447. In 2022, an additional bus was financed for \$43,530.

66,007 96,166

In 2022, The Church financed the acquisition of modular classrooms. The original borrowing was \$1,304,228 and has monthly principal payments of \$26,471 with an interest rate of 8 percent.

986,092 1,214,378

In 2023, The Church financed the acquisition of additional equipment for modular classrooms. The original borrowing was \$339,680 and has monthly principal payments of \$11,845 with an interest rate of 10.65 percent.

301,661 -

In 2023, The Church financed the acquisition of additional equipment for Skyzone. The original borrowing was \$27,295 and has monthly principal payments of \$1,443 with an interest rate of 25.12 percent.

20,459.00 -

Total Notes Payable

9,653,581 9,956,914

Less Current Portion of Notes Payable

(630,144) (597,656)

Long-Term Debt

\$ 9,023,437 \$ 9,359,258

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.
Notes to Financial Statements - Continued
December 31, 2023 and 2022

9. Long Term Debt - continued

Annual principal payments on long-term debt are as follows:

Year Ending December 31,	
2024	630,144
2025	645,907
2026	661,670
2027	697,815
2028 and beyond	7,018,045
	\$ 9,653,581

10. Income Taxes

The Church has adopted guidance related to accounting for uncertainty in income taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position that an entity takes or expects to take in a tax return. This guidance is applicable to not-for-profit organizations that may be conducting unrelated business activities, which are potentially subject to Federal income taxes.

The Church assesses its income tax positions, including its continuing tax status as a not-for-profit entity, and recognizes tax benefits only to the extent that the Church believes it is “more likely than not” that its tax positions will be sustained upon an examination by the Internal Revenue Service (“IRS”) or the applicable state taxing authority. Accordingly, there is no provision for federal income taxes in the Church’s financial statements, as the Church believes all tax positions, including its continuing status as a not-for-profit entity, have a greater than 50% chance of realization in the event of an IRS audit. State income taxes, which may be due in certain jurisdictions, have been assessed following the same “more likely than not” measurement threshold. With few exceptions, the Church is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2020.

13. Lease Obligations

The Church leases equipment under noncancelable operating leases. The agreements provide for minimum lease payments and most of the leases contain renewal options. Rental Expense for the years ended December 31, 2023 and 2022 was \$49,252 and \$32,057, respectively.

Right Of Use Asset and lease liability to the operating lease as of December 31, 2023 are as follows:

Operating Lease ROU Asset	\$ 200,057
Operating Lease Liability	200,057

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2023 and 2022

13. Lease Obligations - continued

The following is a schedule of future minimum lease payments required under the leases:

2024	\$ 49,863
2025	50,379
2026	50,900
2027	51,427
Less effects of discounting	(2,512)
	<u>\$ 200,057</u>

The Discounts on the monthly lease payments are computed using a seven-year risk free rate applicable to the beginning of fiscal year 2022 when the new lease guidance was implemented. The rate of 1.24% was used to estimate the amount of right to use assets and related lease liabilities.

12. Investments

Accounting principles generally accepted in the United States ("GAAP") define fair value for an investment generally as the price an organization would receive upon selling the investment in an orderly transaction to an independent buyer in the principal or most advantageous market for the investment. The information available to measure fair value varies depending on the nature of each investment and its market or markets. Accordingly, GAAP recognizes a hierarchy of "inputs" an organization may use in determining or estimating fair value. The inputs are categorized into "levels" that relate to the extent to which an input is objectively observable and the extent to which markets exist for identical or comparable investments. In determining or estimating fair value, an organization is required to maximize the use of observable market data (to the extent available) and minimize the use of unobservable inputs. The hierarchy assigns the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 inputs) and the lowest priority to unobservable inputs (Level 3 inputs). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Following is a description of each of the three levels of input within the fair value hierarchy:

Level 1 - unadjusted quoted market prices in active markets for identical items

Level 2 - other significant observable inputs (such as quoted prices for similar items)

Level 3 - significant unobservable inputs

Estimated fair value of certain assets measured on a recurring basis at December 31, 2023 and 2022 are as follows:

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2023 and 2022

12. Investments - continued

	Total	Fair Value Level 1	Significant Observable Inputs	
			Level 2	Level 3
2023				
Foreign Currency	\$ 685	\$ 685	\$ -	\$ -
Precious Metals	14,481	\$ -	14,481	
	<u>\$ 15,166</u>	<u>\$ 685</u>	<u>\$ 14,481</u>	<u>\$ -</u>
2022				
Foreign Currency	\$ 685	\$ 685	\$ -	\$ -
	<u>\$ 685</u>	<u>\$ 685</u>	<u>\$ -</u>	<u>\$ -</u>

FAMILY CHRISTIAN CENTER
OF CLERMONT, INC.

AUDITED FINANCIAL STATEMENTS

Years Ended December 31, 2024 and 2023 (Reviewed)

TABLE OF CONTENTS

	Page
Independent Accountants' Review Report	1 - 2
Financial Statements:	
<i>Statements of Financial Position</i>	3 - 4
<i>Statements of Activities</i>	5
<i>Statements of Cash Flows</i>	6
<i>Statements of Functional Expenses</i>	7
<i>Notes to Financial Statements</i>	8-15

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Family Christian Center of Clermont, Inc.
Clermont, Florida

Opinion

We have audited the accompanying financial statements of Family Christian Center of Clermont, Inc. (the "Organization"), which comprise the statement of financial position as of December 31, 2024, and the related statement of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events considered in the aggregate, that raise substantial doubt about the Organizations ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Report on Reviewed Comparative Information

The accompanying 2023 financial statements of the Organization were previously reviewed by us and we stated that we were not aware of any material modifications that should be made to those financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America in our report dated February 26, 2024.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Binney Accounting and
Assurance Services, PLLC*

Clermont, FL

May 10, 2025

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Financial Position

ASSETS

	December 31,	
	2024	2023 Reviewed
<u>Current Assets</u>		
Cash and Cash Equivalents - Unrestricted	\$ 254,285	\$ 416,234
Accounts Receivable - Voluntary Pre-K	25,110	22,871
Employee Retention Credit Receivable	878,743	-
Inventory	39,182	34,882
Total Current Assets	<u>1,197,320</u>	<u>473,987</u>
<u>Property and Equipment</u>		
Land and Land Improvements	1,426,874	1,291,268
Buildings	15,941,321	15,883,085
Equipment & Software	2,814,832	2,722,622
Furniture and Fixtures	567,461	567,461
Motor Vehicles	186,864	186,864
Park	298,517	298,517
Right of Use - Lease	157,123	200,057
Work In Process	140,447	140,447
Total Property, Equipment and Leases	<u>21,533,439</u>	<u>21,290,321</u>
Less Accumulated Depreciation	<u>8,299,704</u>	<u>7,339,331</u>
Net Property and Equipment	<u>13,233,735</u>	<u>13,950,990</u>
<u>Noncurrent Assets</u>		
Intangible Asset, net of Accumulated Amortization	298,961	91,102
Investments	21,803	15,244
Total Noncurrent Assets	<u>320,764</u>	<u>106,346</u>
Total Assets	<u>\$ 14,751,819</u>	<u>\$ 14,531,323</u>

Read the accompanying notes to the financial statements and independent auditors' report.

LIABILITIES AND NET ASSETS

	December 31,	
	2024	2023 Reviewed
<u>Current Liabilities</u>		
Accounts Payable and Accrued Expenses	\$ 531,625	\$ 545,120
Current Portion of Notes Payable	179,372	630,144
Current Portion of Lease Liability	50,379	49,863
Other Current Liabilities	87,602	82,017
<u>Total Current Liabilities</u>	<u>848,978</u>	<u>1,307,144</u>
<u>Long-Term Liabilities</u>		
Lease Liability	106,744	150,194
Notes Payable, Excluding Current Maturities	9,098,437	9,023,437
<u>Total Long-Term Liabilities</u>	<u>9,205,181</u>	<u>9,173,631</u>
 Total Liabilities	 <u>10,054,159</u>	 <u>10,480,775</u>
 <u>Net Assets:</u>		
Without Donor Restrictions	4,697,660	4,050,548
With Donor Restrictions	-	-
 Total Net Assets	 <u>4,697,660</u>	 <u>4,050,548</u>
 Total Liabilities and Net Assets	 <u>\$ 14,751,819</u>	 <u>\$ 14,531,323</u>

Read the accompanying notes to the financial statements and independent auditors' report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Activities

Year Ended December 31,

	2024			2023 Reviewed		
	Without Donor	With Donor	Total	Without Donor	With Donor	Total
	Restrictions	Restrictions		Restrictions	Restrictions	
REVENUE AND OTHER SUPPORT:						
Contributions	\$ 1,314,951	\$ 76,688	\$ 1,391,639	\$ 1,325,680	\$ 51,316	\$ 1,376,996
Donated Services and Property	230,388	-	230,388	264,447	-	264,447
Grants	28,754	-	28,754	429,225	-	429,225
Preschool	1,551,008	-	1,551,008	1,404,982	-	1,404,982
School Tuition and Fees	4,848,588	-	4,848,588	4,181,883	-	4,181,883
Skyzone Complex	2,610,664	-	2,610,664	2,846,192	-	2,846,192
Investment Income	6,837	-	6,837	14,603	-	14,603
Unrealized Gain	6,559	-	6,559	78	-	78
Other Income	-	-	-	168,207	-	168,207
Net Assets Released						-
From Restrictions	76,688	(76,688)	-	51,316	(51,316)	-
Total Revenue and Other Support	10,674,437	-	10,674,437	10,686,613	-	10,686,613
EXPENSES:						
Program Services:						
Evangelism	2,149,990	-	2,149,990	1,965,928	-	1,965,928
Care and Outreach Ministry	739,753	-	739,753	767,494	-	767,494
Preschool	1,789,480	-	1,789,480	1,874,466	-	1,874,466
School	3,279,161	-	3,279,161	3,369,528	-	3,369,528
Skyzone	2,709,953	-	2,709,953	2,306,395	-	2,306,395
Total Program Services	10,668,337	-	10,668,337	10,283,811	-	10,283,811
Supporting Services:						
General Administrative	184,783	-	184,783	200,364	-	200,364
Salaries and Taxes	52,948	-	52,948	91,760	-	91,760
Total Supporting Services	237,731	-	237,731	292,124	-	292,124
Total Expenses	10,906,068	-	10,906,068	10,575,935	-	10,575,935
Change in Net Assets	(231,631)	-	(231,631)	110,678	-	110,678
Net Assets, Beginning of Year	4,050,548	-	4,050,548	3,939,870	-	3,939,870
Prior Period Adjustment, Note 10.	878,742	-	878,742	-	-	-
Net Assets, End of Year	\$ 4,697,660	\$ -	\$ 4,697,660	\$ 4,050,548	\$ -	\$ 4,050,548

Read the accompanying notes to the financial statements and independent auditor's report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Cash Flows

	Year Ended December 31,	
	2024	2023 Reviewed
<u>Cash Flows From Operating Activities:</u>		
Change in Net Assets	\$ (231,631)	\$ 110,678
Adjustments to Reconcile Change in Net Assets to Net		
Cash Provided by Operating Activities:		
Depreciation and Amortization	1,013,645	906,539
Unrealized (Gain) Loss on Investments	(6,559)	(78)
(Increase) In Accounts Receivable - Voluntary Pre-K	(2,240)	(51)
(Increase) In Inventory	(4,300)	-
(Increase) In Investments	-	(14,479)
(Increase) Decrease In Other Current Assets	-	28,992
(Decrease) in Accounts Payable and Accrued Expenses	(13,495)	(149,795)
Increase In Current Liabilities	5,585	(56,509)
<u>Total Adjustments</u>	<u>992,636</u>	<u>714,619</u>
Net Cash Provided by Operating Activities	<u>761,005</u>	<u>825,297</u>
<u>Cash Flows From Investing Activities:</u>		
Acquisition of Property and Equipment	(243,118)	(702,817)
Net Cash Used In Investing Activities	<u>(243,118)</u>	<u>(702,817)</u>
<u>Cash Flows From Financing Activities:</u>		
Borrowings on Notes Payable, net of repayments	(418,706)	(303,335)
Closing Costs on Borrowing	(261,131)	-
Net Cash Used In Financing Activities	<u>(679,837)</u>	<u>(303,335)</u>
Decrease in Cash and Cash Equivalents	(161,950)	(180,855)
Cash and Cash Equivalents at Beginning of Year	<u>416,234</u>	<u>597,089</u>
Cash and Cash Equivalents at End of Year	<u>\$ 254,285</u>	<u>\$ 416,234</u>

Read the accompanying notes to the financial statements and independent auditors' report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Functional Expenses

Year Ended December 31, 2024

	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skylzone	General Administrative	Salaries and Taxes	Total
Administrative Expenses	\$ 11,511	\$ -	\$ 42,148	\$ 82,202	\$ -	\$ 16,117	\$ 14,722	\$ 166,700
Amortization	0	0	0	0	0	53,272	0	53,272
Computer and Equipment Repair	22,086	0	20,727	30,784	0	25,079	0	98,676
Depreciation	186,570	0	175,084	260,036	262,626	76,056	0	960,373
Dues and Subscriptions	0	0	0	3,620	0	0	0	3,620
Insurance Expense	156,580	0	39,145	58,139	156,580	0	0	410,445
Interest Expense	124,445	0	96,334	143,076	220,062	0	0	583,918
Marketing and Scholarships	107,684	0	0	0	134,604	0	0	242,288
Professional Fees	69,260	166,347	64,996	96,534	0	0	0	397,137
Program Expenses	0	341,775	127,905	10,366	28,817	0	0	708,863
Rental Expense	7,741	0	4,299	6,385	6,826	42	0	25,293
Repairs and Maintenance	121,975	0	123,605	268,182	120,846	2,269	3,896	640,773
Salaries, Wages and Benefits	1,118,331	0	1,135,897	2,459,158	1,112,476	0	29,277	5,855,138
Skylzone Food & Concessions	0	0	0	0	422,868	0	0	422,868
Taxes and Licenses	0	0	0	0	11,625	0	0	11,625
Utilities	60,428	23,591	57,617	103,571	70,893	8,979	0	325,079
	<u>\$ 1,986,611</u>	<u>\$ 731,713</u>	<u>\$ 1,887,756</u>	<u>\$ 3,522,054</u>	<u>\$ 2,548,225</u>	<u>\$ 181,813</u>	<u>\$ 47,893</u>	<u>\$ 10,906,068</u>

Year Ended December 31, 2023
Reviewed

	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skylzone	General Administrative	Salaries and Taxes	Total
Administrative Expenses	\$ 30,033	\$ -	\$ 109,970	\$ 214,477	\$ -	\$ 42,051	\$ 38,413	\$ 434,944
Amortization	-	-	-	-	-	1,045	-	1,045
Computer and Equipment Repair	19,713	-	18,500	27,476	-	22,384	-	88,073
Depreciation	175,909	-	165,079	245,177	247,619	71,710	-	905,494
Dues and Subscriptions	-	-	-	4,879	-	-	-	4,879
Insurance Expense	142,473	-	35,618	52,901	142,473	-	-	373,465
Interest Expense	109,262	-	84,381	125,620	193,213	-	-	512,676
Marketing and Scholarships	93,755	-	-	-	117,193	-	-	210,948
Program Expenses	41,974	100,812	39,390	58,503	-	-	-	240,679
Rental Expense	-	666,682	157,393	12,756	35,461	-	-	872,292
Repairs and Maintenance	192,836	-	107,103	159,073	170,060	1,034	-	630,108
Salaries, Wages and Benefits	1,082,060	-	1,096,517	2,379,089	1,072,048	20,128	34,564	5,684,406
Skylzone Food & Concessions	-	-	-	-	232,564	-	-	232,564
Taxes and Licenses	-	-	-	-	-	-	18,783	18,783
Utilities	77,913	-	60,313	89,577	95,764	42,012	-	365,579
	<u>\$ 1,965,928</u>	<u>\$ 767,494</u>	<u>\$ 1,874,466</u>	<u>\$ 3,369,528</u>	<u>\$ 2,306,395</u>	<u>\$ 200,364</u>	<u>\$ 91,760</u>	<u>\$ 10,575,935</u>

Read the accompanying notes to the financial statements and independent auditors' report
Page 7

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements

December 31, 2024 and 2023

1. Summary of Significant Accounting Policies

Nature of Activities

Family Christian Center of Clermont, Inc. (FCC) , ("the Church") is dedicated to helping people connect with a life-changing relationship with Jesus Christ, His purpose for their lives, and His church family and our community. Our mission at FCC is to win souls, make disciples and develop leaders for Christ.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting. The Church reports information regarding its financial position and activities according to two classes of net assets as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are available for use at the discretion of the Board and/or management for general operating purposes. From time to time the Board may designate a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net Assets With Donor Restrictions

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed restrictions, time and/or purpose restrictions.

The Church reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and highly liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on these pledges are computed using a risk-free interest rate applicable to the year in which the promise is expected to be received. The Church had no promises to give in 2024 or 2023.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2024 and 2023

1. Summary of Significant Accounting Policies - continued

Functional Expenses

The costs of providing various program services and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated on a reasonable basis that is consistently applied among the programs and support services benefited. The costs that are allocated include salaries, employee benefits, payroll taxes, facilities cost, office expense, and others.

Contributions

Contributions received are recorded as without donor restrictions or with donor restrictions, depending on the existence or nature of any donor restrictions. Support that is not restricted is reported as an increase in net assets without donor restrictions. All other support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Contributed Services and Materials

In addition to receiving cash contributions, the Church occasionally receives in-kind contributions from various donors. It is the policy of the Church to record the estimated fair market value of certain in-kind donations as an asset or expense in its financial statements, and similarly increase donations by a like amount.

A substantial number of volunteers have donated significant amounts of time to the Church's programs and supporting services. Occasionally, contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, and would typically need to be purchased if not provided by donation are made. These donations are recorded at their fair values in the period received.

Property and Equipment

All acquisitions of property and equipment in excess of \$5,000 and all expenditures for repairs, maintenance, or improvements that significantly prolong the useful lives of the assets are capitalized. Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of gift. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions.

Absent donor stipulations regarding how long those donated assets must be maintained, the Church reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Church reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method over the estimated useful life of assets.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2024 and 2023

1. Summary of Significant Accounting Policies - continued

Property and Equipment - continued

The class lives of the more significant items within each property classification are as follows:

Equipment & Software	5 - 15 years
Furniture and Fixtures	10 years
Land Improvements	20 years
Buildings	40 years
Park	20 years

Depreciation expense was \$960,373 and \$905,494 for the years ended December 31, 2024 and 2023, respectively.

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Church's policy is to recognize these costs when actually paid.

Income Taxes

The Church was organized as an organization exempt from income taxation under Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Accordingly, no provision for federal income taxes is included in the accompanying financial statements. The Church is classified as a publicly supported organization rather than as a private foundation.

Inventories

Inventories consist of Skyzone merchandise that is available for sale and donated program items. Inventories are stated at retail value, as determined on a first-in, first-out basis. Inventory is accounted for under the consumption basis.

Subsequent Event Review

The Church has adopted guidance that requires the disclosure of the date through which an entity has evaluated subsequent events and the basis for that date (that is, whether that date represents the date the financial statements were issued or were available to be issued). The Church has evaluated subsequent events through May 14, 2025, which is the date the financial statements were available to be issued.

2. Statement of Cash Flows

Additional Cash Flow Information

Cash Paid for Interest

December 31,	
2024	2023
<u>\$ 583,918</u>	<u>\$ 512,675</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2024 and 2023

3. Concentrations of Credit Risk

The Church is supported by contributions from the congregation. It is always considered reasonably possible that major benefactors, grantors or contributors might be lost in the near term. The Church's market is concentrated in the Clermont, Florida, geographical area.

The Church maintains cash balances in banks. These balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Church has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash balances.

4. Family Christian Sports, LLC.

During 2011, the Church formed Skyzone, LLC as a ministry to the youth of Clermont. Skyzone, LLC was owned 100% by the Church and therefore was treated as a disregarded entity of the Church for federal tax purposes. The LLC was dissolved in January 2014 and a new entity, Family Christian Sports, LLC was formed to replace it.

5. Financing Costs

From 2012 to 2024, the Church entered into several financing/refinancing agreements. The Church paid \$730,245 in for the financing/refinancing of it's debt. These costs have been capitalized and are being amortized over the sixty months. The amortization expense for 2024 and 2023 was \$53,272 and \$1,045, respectively. The net unamortized bond issue costs at December 31, 2024 and 2023 was \$298,961 and \$91,102, respectively.

6. Loan Refinancing

During 2024, the Church refinanced its bank debt. The refinancing paid off all existing bank loans. The new debt is in the form of \$6,612,162 in Tax Revenue Bonds (2024A) and \$2,658,865 in Taxable Revenue Bonds (2024B). Interest rates vary between 5.310% and 6.750%.

7. Net Assets Released from Restrictions

Net Assets were released from donor restrictions by satisfying the restricted purposes or by occurrence of other events specified by donors during 2024 and 2023.

Purpose restrictions accomplished:	December 31,	
	2024	2023
Missions and Ministries	\$ 55,995	\$ 44,436
Youth	20,893	6,880
	<u>\$ 76,888</u>	<u>\$ 51,316</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.
Notes to Financial Statements - Continued
December 31, 2024 and 2023

8. Pension Plans

During 2018, the Church established a retirement plan for the lead pastor and a 403(b) plan for its employees. The 2024 and 2023 Church payments for these plans were \$66,497 and \$66,497 respectively.

9. Long Term Debt

December 31,

2024

2023

In 2017, the Church issued \$7,190,770 in Tax Revenue Notes (2017A) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$56,354 with a variable interest rate of 3.3570%. Payments are offset by interest earned.

- 6,075,520

In 2017, the Church issued \$2,467,590 in Tax Revenue Notes (2017B) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$21,095 with a variable interest rate of 5.4992%. Payments are offset by interest earned.

- 2,203,842

In 2021, The Church financed the acquisition of two busses. Each bus was financed for \$45,447. In 2022, an additional bus was financed for \$43,530.

- 66,007

In 2022, The Church financed the acquisition of modular classrooms. The original borrowing was \$1,304,228 and has monthly principal and interest payments of \$26,471 with an interest rate of 8 percent.

- 986,092

In 2023, The Church financed the acquisition of additional equipment for modular classrooms. The original borrowing was \$339,680 and has monthly principal and interest payments of \$11,845 with an interest rate of 10.65 percent.

- 301,661

In 2023, The Church financed the acquisition of additional equipment for Skyzone. The original borrowing was \$27,295 and has monthly principal and interest payments of \$1,443 with an interest rate of 25.12 percent.

6,782 20,459

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2024 and 2023

9. Long Term Debt - continued

	December 31,	
	2024	2023
In 2024, the Church issued \$6,612,162 in Tax Revenue Notes (2024A) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$39,858 with a variable interest rate of 5.31%.	6,612,162	-
In 2024, the Church issued \$2,658,865 in Tax Revenue Notes (2024B) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$18,370 with a variable interest rate of 6.75%.	2,658,865	-
Total Notes Payable	9,277,809	9,653,581
Less Current Portion of Notes Payable	(179,372)	(630,144)
Long-Term Debt	<u>\$ 9,098,437</u>	<u>\$ 9,023,437</u>

Annual principal payments on long-term debt are as follows:

Year Ending December 31,	
2025	179,372
2026	182,625
2027	193,249
2028	204,500
2029 and beyond	1,907,925
	<u>\$ 2,667,671</u>

10. Employee Retention Credit Receivable

Prior to 2024, the church applied for the federal Employee Retention Credit. At that time, management was unsure as to the collectability of the credit, so they elected not to record it as a receivable. Subsequent to December 31, 2024, but prior to the dated of this report, the Church received \$878,743 which is the credit of \$1,104,429, less a commission to an intermediary of \$225,686. Since this credit applied to payroll taxes in years past, a prior period adjustment was made to record the receivable in 2024.

FAMILY CHRISTIAN CENTER
OF CLERMONT, INC.

AUDITED FINANCIAL STATEMENTS

Years Ended December 31, 2025 and 2024

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1 - 2
Financial Statements:	
<i>Statements of Financial Position</i>	3 - 4
<i>Statements of Activities</i>	5
<i>Statements of Cash Flows</i>	6
<i>Statements of Functional Expenses</i>	7
<i>Notes to Financial Statements</i>	8-14



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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Family Christian Center of Clermont, Inc.
Clermont, Florida

Opinion

We have audited the accompanying financial statements of Family Christian Center of Clermont, Inc (the "Organization"), which comprise the statements of financial position as of December 31, 2025 and 2024, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2025 and 2024, and the changes in its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events considered in the aggregate, that raise substantial doubt about the Organizations ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Binney Accounting and
Assurance Services, PLLC*

Clermont, FL
May 28, 2026

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Financial Position

ASSETS

	December 31,	
	2025	2024
<u>Current Assets</u>		
Cash and Cash Equivalents - Unrestricted	\$ 575,434	\$ 254,285
Accounts Receivable - Voluntary Pre-K	28,526	25,110
Deposits	150,000	-
Employee Retention Credit Receivable	-	878,743
Inventory	21,746	39,182
Total Current Assets	<u>775,706</u>	<u>1,197,320</u>
<u>Property and Equipment</u>		
Land and Land Improvements	1,426,874	1,426,874
Buildings	15,950,323	15,941,321
Equipment & Software	3,153,210	2,814,832
Furniture and Fixtures	567,280	567,461
Motor Vehicles	186,864	186,864
Park	298,517	298,517
Right of Use - Lease	112,661	157,123
Work In Process	140,447	140,447
Total Property, Equipment and Leases	<u>21,836,176</u>	<u>21,533,439</u>
Less Accumulated Depreciation	<u>9,407,650</u>	<u>8,299,704</u>
Net Property and Equipment	<u>12,428,526</u>	<u>13,233,735</u>
<u>Noncurrent Assets</u>		
Intangible Asset, net of Accumulated Amortization	245,690	298,961
Investments	37,005	21,803
Total Noncurrent Assets	<u>282,695</u>	<u>320,764</u>
Total Assets	<u>\$ 13,486,927</u>	<u>\$ 14,751,819</u>

Read the accompanying notes to the financial statements and independant auditors' report.

LIABILITIES AND NET ASSETS

	December 31,	
	2025	2024
<u>Current Liabilities</u>		
Accounts Payable and Accrued Expenses	\$ 274,276	\$ 531,625
Current Portion of Notes Payable	182,625	179,372
Current Portion of Lease Liability	46,043	50,379
Other Current Liabilities	64,997	87,602
<u>Total Current Liabilities</u>	<u>567,941</u>	<u>848,978</u>
<u>Long-Term Liabilities</u>		
Lease Liability	66,618	106,744
Notes Payable, Excluding Current Maturities	8,917,569	9,098,437
<u>Total Long-Term Liabilities</u>	<u>8,984,187</u>	<u>9,205,181</u>
<u>Total Liabilities</u>	<u>9,552,128</u>	<u>10,054,159</u>
<u>Net Assets:</u>		
Without Donor Restrictions	3,934,799	4,697,660
With Donor Restrictions	-	-
<u>Total Net Assets</u>	<u>3,934,799</u>	<u>4,697,660</u>
 <u>Total Liabilities and Net Assets</u>	 <u>\$ 13,486,927</u>	 <u>\$ 14,751,819</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Activities

Year Ended December 31,

	2025			2024		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND OTHER SUPPORT:						
Contributions	\$ 2,685,127	\$ 60,556	\$ 2,745,683	\$ 1,314,951	\$ 76,688	\$ 1,391,639
Donated Services and Property	-	-	-	230,388	-	230,388
Grants	-	-	-	28,754	-	28,754
Preschool	1,477,616	-	1,477,616	1,551,008	-	1,551,008
School Tuition and Fees	5,218,284	-	5,218,284	4,848,588	-	4,848,588
Skyzone Complex	2,365,586	-	2,365,586	2,610,664	-	2,610,664
Investment Income	15,513	-	15,513	6,837	-	6,837
Unrealized Gain	15,202	-	15,202	6,559	-	6,559
Other Income	300,274	-	300,274	-	-	-
Net Assets Released						
From Restrictions	60,556	(60,556)	-	76,688	(76,688)	-
Total Revenue and Other Support	12,138,158	-	12,138,158	10,674,437	-	10,674,437
EXPENSES:						
Program Services:						
Evangelism	2,689,941	-	2,689,941	2,149,990	-	2,149,990
Care and Outreach Ministry	759,025	-	759,025	739,753	-	739,753
Preschool	2,054,398	-	2,054,398	1,789,480	-	1,789,480
School	3,913,275	-	3,913,275	3,279,161	-	3,279,161
Skyzone	3,196,822	-	3,196,822	2,709,953	-	2,709,953
Total Program Services	12,613,461	-	12,613,461	10,668,337	-	10,668,337
Supporting Services:						
General Administrative	228,548	-	228,548	184,783	-	184,783
Salaries and Taxes	59,010	-	59,010	52,948	-	52,948
Total Supporting Services	287,558	-	287,558	237,731	-	237,731
Total Expenses	12,901,019	-	12,901,019	10,906,068	-	10,906,068
Change in Net Assets	(762,861)	-	(762,861)	(231,631)	-	(231,631)
Net Assets, Beginning of Year	4,697,660	-	4,697,660	4,050,548	-	4,050,548
Prior Period Adjustment, Note 10.	-	-	-	878,742	-	878,742
Net Assets, End of Year	\$ 3,934,799	\$ -	\$ 3,934,799	\$ 4,697,660	\$ -	\$ 4,697,660

Read the accompanying notes to the financial statements and independent auditor's report.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Statements of Cash Flows

	Year Ended December 31,	
	2025	2024
<u>Cash Flows From Operating Activities:</u>		
Change in Net Assets	\$ (762,861)	\$ (231,631)
Adjustments to Reconcile Change in Net Assets to Net		
Cash Provided by Operating Activities:		
Depreciation and Amortization	1,161,217	1,013,645
Unrealized (Gain) Loss on Investments	(15,202)	(6,559)
(Increase) in Accounts Receivable - Voluntary Pre-K	(3,416)	(2,240)
(Increase) Decrease in Inventory	17,436	(4,300)
Decrease in ERC Receivable	878,743	-
(Increase) in Deposits	(150,000)	-
(Decrease) in Accounts Payable and Accrued Expenses	(257,349)	(13,495)
Increase (Decrease) in Current Liabilities	(22,605)	5,585
<u>Total Adjustments</u>	<u>1,608,824</u>	<u>992,636</u>
Net Cash Provided by Operating Activities	<u>845,963</u>	<u>761,005</u>
<u>Cash Flows From Investing Activities:</u>		
Acquisition of Property and Equipment	(302,737)	(243,118)
Net Cash Used In Investing Activities	<u>(302,737)</u>	<u>(243,118)</u>
<u>Cash Flows From Financing Activities:</u>		
Borrowings on Notes Payable, net of repayments	(222,077)	(418,706)
Closing Costs on Borrowing	-	(261,131)
Net Cash Used In Financing Activities	<u>(222,077)</u>	<u>(679,837)</u>
 Increase (Decrease) in Cash and Cash Equivalents	 321,149	 (161,950)
Cash and Cash Equivalents at Beginning of Year	<u>254,285</u>	<u>416,235</u>
Cash and Cash Equivalents at End of Year	<u>\$ 575,434</u>	<u>\$ 254,285</u>

Read the accompanying notes to the financial statements and independent auditors' report.

Statements of Functional Expenses

	Year Ended December 31, 2025							
	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skyzone	General Administrative	Salaries and Taxes	Total
Administrative Expenses	\$ 30,581	\$ -	\$ 111,978	\$ 218,392	\$ -	\$ 42,819	\$ 39,114	\$ 442,884
Amortization	-	-	-	-	-	53,272	-	53,272
Computer and Equipment Repair	22,660	-	21,266	31,584	-	25,730	-	101,240
Depreciation	215,239	-	201,988	299,994	302,982	87,744	-	1,107,947
Dues and Subscriptions	-	-	-	3,207	-	-	-	3,207
Insurance Expense	178,272	-	44,567	66,193	178,272	-	-	467,304
Interest Expense	116,561	-	90,231	134,011	206,119	-	-	546,922
Marketing and Scholarships	136,404	-	-	-	170,503	-	-	306,907
Professional Fees	-	376,847	88,968	-	20,045	-	-	485,860
Program Expenses	-	356,948	-	23,626	314,797	1,901	-	697,272
Rental Expense	482,448	-	47,753	70,924	477,984	8,974	15,411	1,103,494
Repairs and Maintenance	171,306	-	173,997	376,693	170,409	-	4,485	896,890
Salaries, Wages and Benefits	1,263,143	-	1,212,618	2,576,812	863,092	-	-	5,915,665
Skyzone Food & Concessions	-	-	-	-	383,426	-	-	383,426
Taxes and Licenses	-	-	-	-	16,768	-	-	16,768
Utilities	73,327	25,230	61,032	111,839	92,425	8,108	-	371,961
	\$ 2,689,941	\$ 759,025	\$ 2,054,398	\$ 3,913,275	\$ 3,196,822	\$ 228,548	\$ 59,010	\$ 12,901,019

Year Ended December 31, 2024						
	Evangelism Activities	Care and Outreach Activities	Preschool	School	Skyzone	General Administrative
						Salaries and Taxes
						Total
Administrative Expenses	\$ 11,511	\$ -	\$ 42,148	\$ 82,202	\$ -	\$ 14,722
Amortization	-	-	-	-	-	-
Computer and Equipment Repair	22,086	-	20,727	30,784	-	-
Depreciation	186,570	-	175,084	260,036	262,626	-
Dues and Subscriptions	-	-	-	3,620	-	-
Insurance Expense	156,580	-	39,145	58,139	156,580	-
Interest Expense	124,445	-	96,334	143,076	220,062	-
Marketing and Scholarships	107,684	-	-	-	134,604	-
Professional Fees	69,260	166,347	64,996	96,534	-	-
Program Expenses	-	549,815	129,803	-	29,245	-
Rental Expense	12,948	-	-	857	11,419	-
Repairs and Maintenance	280,146	-	27,729	41,184	277,554	-
Salaries, Wages and Benefits	1,118,331	-	1,135,897	2,459,157	1,112,476	8,949
Skyzone Food & Concessions	-	-	-	-	422,868	29,277
Taxes and Licenses	-	-	-	-	11,625	-
Utilities	60,428	23,591	57,617	103,571	70,893	-
	\$ 2,149,990	\$ 739,753	\$ 1,789,480	\$ 3,279,161	\$ 2,709,953	\$ 52,948
						\$ 10,906,068

Read the Accompanying notes to the financial statements and independent auditors' report
Page 7

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements

December 31, 2025 and 2024

1. Summary of Significant Accounting Policies

Nature of Activities

Family Christian Center of Clermont, Inc. (FCC) , ("the Church") is dedicated to helping people connect with a life-changing relationship with Jesus Christ, His purpose for their lives, and His church family and our community. Our mission at FCC is to win souls, make disciples and develop leaders for Christ.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting. The Church reports information regarding its financial position and activities according to two classes of net assets as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are available for use at the discretion of the Board and/or management for general operating purposes. From time to time the Board may designate a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net Assets With Donor Restrictions

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed restrictions, time and/or purpose restrictions.

The Church reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and highly liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Promises to Give

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on these pledges are computed using a risk-free interest rate applicable to the year in which the promise is expected to be received. The Church had no promises to give in 2025 or 2024.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

1. Summary of Significant Accounting Policies - continued

Functional Expenses

The costs of providing various program services and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated on a reasonable basis that is consistently applied among the programs and support services benefited. The costs that are allocated include salaries, employee benefits, payroll taxes, facilities cost, office expense, and others.

Contributions

Contributions received are recorded as without donor restrictions or with donor restrictions, depending on the existence or nature of any donor restrictions. Support that is not restricted is reported as an increase in net assets without donor restrictions. All other support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Contributed Services and Materials

In addition to receiving cash contributions, the Church occasionally receives in-kind contributions from various donors. It is the policy of the Church to record the estimated fair market value of certain in-kind donations as an asset or expense in its financial statements, and similarly increase donations by a like amount.

A substantial number of volunteers have donated significant amounts of time to the Church's programs and supporting services. Occasionally, contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, and would typically need to be purchased if not provided by donation are made. These donations are recorded at their fair values in the period received.

Property and Equipment

All acquisitions of property and equipment in excess of \$5,000 and all expenditures for repairs, maintenance, or improvements that significantly prolong the useful lives of the assets are capitalized. Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of gift. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions.

Absent donor stipulations regarding how long those donated assets must be maintained, the Church reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Church reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Property and equipment are depreciated using the straight-line method over the estimated useful life of assets.

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

1. Summary of Significant Accounting Policies - continued

Property and Equipment - continued

The class lives of the more significant items within each property classification are as follows:

Equipment & Software	5 - 15 years
Furniture and Fixtures	10 years
Land Improvements	20 years
Buildings	40 years
Park	20 years

Depreciation expense was \$1,107,946 and \$960,373 for the years ended December 31, 2025 and 2024, respectively.

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Church's policy is to recognize these costs when actually paid.

Income Taxes

The Church was organized as an organization exempt from income taxation under Section 501(a) and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Accordingly, no provision for federal income taxes is included in the accompanying financial statements. The Church is classified as a publicly supported organization rather than as a private foundation.

Inventories

Inventories consist of Skyzone merchandise that is available for sale and donated program items. Inventories are stated at retail value, as determined on a first-in, first-out basis. Inventory is accounted for under the consumption basis.

Subsequent Event Review

The Church has adopted guidance that requires the disclosure of the date through which an entity has evaluated subsequent events and the basis for that date (that is, whether that date represents the date the financial statements were issued or were available to be issued). The Church has evaluated subsequent events through May 28, 2026, which is the date the financial statements were available to be issued.

2. Statement of Cash Flows

Additional Cash Flow Information

Cash Paid for Interest

December 31,	
2025	2024
\$ 546,922	\$ 583,918

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

3. Concentrations of Credit Risk

The Church is supported by contributions from the congregation. It is always considered reasonably possible that major benefactors, grantors or contributors might be lost in the near term. The Church's market is concentrated in the Clermont, Florida, geographical area.

The Church maintains cash balances in banks. These balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Church has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash balances.

4. Family Christian Sports, LLC.

During 2011, the Church formed Skyzone, LLC as a ministry to the youth of Clermont. Skyzone, LLC was owned 100% by the Church and therefore was treated as a disregarded entity of the Church for federal tax purposes. The LLC was dissolved in January 2014 and a new entity, Family Christian Sports, LLC was formed to replace it.

5. Financing Costs

From 2012 to 2024, the Church entered into several financing/refinancing agreements. The Church paid \$730,245 for the financing/refinancing of its debt. These costs have been capitalized and are being amortized over the sixty months. The amortization expense for 2025 and 2024 was \$53,272 and \$53,272, respectively. The net unamortized bond issue costs at December 31, 2025 and 2024 was \$245,690 and \$298,961, respectively.

6. Loan Refinancing

During 2024, the Church refinanced its bank debt. The refinancing paid off all existing bank loans. The new debt is in the form of \$6,612,162 in Tax Revenue Bonds (2024A) and \$2,658,865 in Taxable Revenue Bonds (2024B). Interest rates vary between 5.310% and 6.750%.

7. Net Assets Released from Restrictions

Net Assets were released from donor restrictions by satisfying the restricted purposes or by occurrence of other events specified by donors during 2025 and 2024.

Purpose restrictions accomplished:	December 31,	
	2025	2024
Missions and Ministries	\$ 55,269	\$ 55,995
Youth	5,287	20,893
	<u>\$ 60,556</u>	<u>\$ 76,888</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

8. Pension Plans

During 2018, the Church established a retirement plan for the lead pastor and a 403(b) plan for its employees. The 2025 and 2024 Church payments for these plans were \$66,497 and \$66,497 respectively.

9. Long Term Debt

December 31,

2025

2024

In 2023, The Church financed the acquisition of additional equipment for Skyzone. The original borrowing was \$27,295 and has monthly principal and interest payments of \$1,443 with an interest rate of 25.12 percent.

- 6,782

In 2024, the Church issued \$6,612,162 in Tax Revenue Notes (2024A) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$39,858 with a variable interest rate of 5.31%.

6,483,077 6,612,162

In 2024, the Church issued \$2,658,865 in Tax Revenue Notes (2024B) as part of a debt restructuring. This debt is secured by property and equipment owned by the Church. Monthly payments of principal and interest are \$18,370 with a variable interest rate of 6.75%.

2,617,117 2,658,865

Total Notes Payable

9,100,194 9,277,809

Less Current Portion of Notes Payable

(182,625) (179,372)

Long-Term Debt

\$ 8,917,569 \$ 9,098,437

Annual principal payments on long-term debt are as follows:

Year Ending
December 31,

2026	182,625
2027	193,249
2028	204,500
2029	216,414
2030 and beyond	8,303,406
	<u>\$ 9,100,194</u>

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

10. Employee Retention Credit Receivable

Prior to 2024, the church applied for the federal Employee Retention Credit. At that time, management was unsure as to the collectability of the credit, so they elected not to record it as a receivable. Subsequent to December 31, 2024, but prior to the dated of this report, the Church received \$878,743 which is the credit of \$1,104,429, less a commission to an intermediary of \$225,686. Since this credit applied to payroll taxes in years past, a prior period adjustment was made to record the receivable in 2024. During 2025, \$878,743 was collected.

11. Income Taxes

The Church has adopted guidance related to accounting for uncertainty in income taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position that an entity takes or expects to take in a tax return. This guidance is applicable to not-for-profit organizations that may be conducting unrelated business activities, which are potentially subject to Federal income taxes.

The Church assesses its income tax positions, including its continuing tax status as a not-for-profit entity, and recognizes tax benefits only to the extent that the Church believes it is "more likely than not" that its tax positions will be sustained upon an examination by the Internal Revenue Service ("IRS") or the applicable state taxing authority. Accordingly, there is no provision for federal income taxes in the Church's financial statements, as the Church believes all tax positions, including its continuing status as a not-for-profit entity, have a greater than 50% chance of realization in the event of an IRS audit. State income taxes, which may be due in certain jurisdictions, have been assessed following the same "more likely than not" measurement threshold. With few exceptions, the Church is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2022.

12. Lease Obligations

The Church leases equipment under noncancelable operating leases. The agreements provide for minimum lease payments and most of the leases contain renewal options. Rental Expense for the years ended December 31, 2024 and 2023 was \$49,252 and \$49,252, respectively.

Right Of Use Asset and lease liability to the operating lease as of December 31, 2025 are as follows:

Operating Lease ROU Asset	\$ 112,661
Operating Lease Liability	112,661

The following is a schedule of future minimum lease payments required under the leases:

2026	46,043
2027	47,860
2028	21,270
Less effects of discounting	(2,512)
	<u>\$ 112,661</u>

Read the accompanying independent auditors' report

FAMILY CHRISTIAN CENTER OF CLERMONT, INC.

Notes to Financial Statements - Continued

December 31, 2025 and 2024

12. Lease Obligations - continued

The Discounts on the monthly lease payments are computed using a seven-year risk free rate applicable to the beginning of fiscal year 2022 when the new lease guidance was implemented. The rate of 1.24% was used to estimate the amount of right to use assets and related lease liabilities.

13. Investments

Accounting principles generally accepted in the United States ("GAAP") define fair value for an investment generally as the price an organization would receive upon selling the investment in an orderly transaction to an independent buyer in the principal or most advantageous market for the investment. The information available to measure fair value varies depending on the nature of each investment and its market or markets. Accordingly, GAAP recognizes a hierarchy of "inputs" an organization may use in determining or estimating fair value. The inputs are categorized into "levels" that relate to the extent to which an input is objectively observable and the extent to which markets exist for identical or comparable investments. In determining or estimating fair value, an organization is required to maximize the use of observable market data (to the extent available) and minimize the use of unobservable inputs. The hierarchy assigns the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 inputs) and the lowest priority to unobservable inputs (Level 3 inputs). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Following is a description of each of the three levels of input within the fair value hierarchy:

Level 1 - unadjusted quoted market prices in active markets for identical items

Level 2 - other significant observable inputs (such as quoted prices for similar items)

Level 3 - significant unobservable inputs

Estimated fair value of certain assets measured on a recurring basis at December 31, 2025 and 2024 are as follows:

		Fair Value	Significant Observable Inputs	
	Total	Level 1	Level 2	Level 3
2025				
Foreign Currency	\$ 762	\$ -	\$ 685	\$ -
Precious Metals	36,243	-	21,118	
	<u>\$ 37,005</u>	<u>\$ -</u>	<u>\$ 21,803</u>	<u>\$ -</u>
2024				
Foreign Currency	\$ 685	\$ -	\$ 685	\$ -
Precious Metals	21,118	-	14,481	
	<u>\$ 21,803</u>	<u>\$ -</u>	<u>\$ 15,166</u>	<u>\$ -</u>

RESOLUTION NO. 29-26

A RESOLUTION OF THE CAPITAL TRUST AUTHORITY EXPRESSING ITS INTENT TO ISSUE CAPITAL TRUST AUTHORITY EDUCATIONAL FACILITIES REVENUE AND REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES OF TAX-EXEMPT QUALIFIED 501(C)(3) BONDS OR TAXABLE BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE PROJECT DESCRIBED HEREIN, AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; AND APPROVING AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Family Christian Center of Clermont, Inc., a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities (collectively, the "Borrower"), plans to (i) refinance certain educational facilities and real property, all as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (collectively, the "Refinanced Facilities"); and (ii) acquire, construct, install and equip various additional capital improvements, all as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (the "Expansion Facilities," together with the Refinanced Facilities, collectively, the "Facilities"), such Facilities being located in Clermont, Lake County, Florida, as described on Schedule I attached hereto (collectively, the "Host Jurisdiction"); and

WHEREAS, the Capital Trust Authority (the "Authority") is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement dated as of June 6, 2022, between Gulf Breeze and Quincy, as may be amended and supplemented from time-to-time; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), and is empowered pursuant to the Act to issue revenue bonds for the purpose of providing funds to finance and refinance, including through reimbursement, all or any part of the cost of any "educational facility" (as defined in the Act); and

WHEREAS, the Borrower has requested the Authority issue its Educational Facilities Revenue and Revenue Refunding Bonds in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds") in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, and loan the proceeds thereof to the Borrower for the purpose of financing and refinancing, including through reimbursement, (i) the refunding of the Lake County, Florida Industrial Development Revenue Refunding Bond (Family Christian Center of Clermont, Inc. Project) , Series 2024A, issued on December 19, 2024 (the "Refunded Bond"), the proceeds of which were applied for the primary purpose of financing the Facilities; (ii) the acquisition, construction, installation and equipping of the Expansion Facilities; (iii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, subject to final approval of the Authority prior to such issuance, the Authority desires to issue the Bonds and desires to authorize certain officers to take certain actions in preparation for the marketing, sale and issuance of such Bonds; and

WHEREAS, it is the Authority's intent that this Resolution constitute an "official intent" within the meaning of Treasury Regulations Section 1.150-2 for the Authority to declare its intent to use proceeds of the Bonds to reimburse prior capital expenditures of the Borrower in connection with financing and refinancing of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE AUTHORITY THAT:

Section 1. The Authority hereby expresses its intent to issue the Bonds in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, in an aggregate principal amount not to exceed \$30,000,000 under and pursuant to the Act, and to loan the proceeds thereof to the Borrower for the purpose of financing and refinancing, including through reimbursement, the Project, subject to the final approval of the terms and conditions thereof by the Authority.

Section 2. The officers, officials and the executive director (the "Executive Director") of the Authority, together with Watson Sloane PLLC, Tampa, Florida, as bond counsel ("Bond Counsel"), and Bryant Miller Olive P.A., Tampa, Florida, as counsel for the Authority ("Issuer's Counsel"), are hereby authorized, jointly and severally, to cooperate with the Borrower in obtaining the required approval of the Bonds by or on behalf of the applicable elected representative of the Host Jurisdiction in which the Facilities are located, after notice and a public hearing for the purposes of Section 147(f) of the Code. The Executive Director or his designee is hereby approved as the hearing officer for hearings held on behalf of the Authority, the Governor of the State, as an applicable elected representative of the Host Jurisdiction.

Section 3. The Bonds shall be placed or sold at a negotiated sale by or to Hilltop Securities Inc., or such other purchaser or underwriter selected by the Borrower and approved by the Authority as purchaser or underwriter with respect to the Bonds (the "Underwriter"). There is hereby acknowledged at the appropriate time, if necessary, the distribution of a preliminary offering document to potential purchasers of the Bonds, upon approval of the information attributable to the Authority in the form thereof by the Chair, the Executive Director or each of their designees. If the

Borrower and the Underwriter desire to distribute a preliminary offering document prior to the adoption of a final bond resolution by the Authority, the Chair, the Executive Director or each of their designees are hereby authorized and empowered, on behalf of the Authority, to authorize the inclusion of one or more additional co-managing underwriters in the preliminary offering document.

Section 4. The officers, officials, attorneys and agents of the Authority are hereby authorized and directed, jointly and severally, to take such actions as they may deem necessary or advisable to assist in the marketing, sale, issuance and administration of the Bonds and otherwise effectuate the purposes of this Resolution. All actions heretofore taken by the officers of the Authority for such purposes are hereby confirmed and ratified.

Section 5. Nothing herein shall obligate the Authority to issue the Bonds if, at any time prior to the sale thereof by the Authority to the Underwriter, the Authority shall determine that it is not in the public interest or the interest of the Authority to proceed with the issuance of the Bonds for any reason whatsoever, including, without limitation, the marketing plan for the sale of the Bonds to investors.

Section 6. It is the intention of the Authority to issue the Bonds pursuant to the Act to create a financing program to make loans to assist in financing and refinancing, including through reimbursement, projects meeting the criteria set forth in the Act, which loans shall mature not later than the final maturity of the applicable series of the Bonds. The amounts to be held in any reserve fund, any loan fund, amounts to be received from the repayment of principal of and interest on the loans, the income to be derived from the investment thereof and any other available moneys under the financing program for the Project are expected to be sufficient to pay the debt service on the Bonds.

Section 7. The Executive Director of the Authority is hereby authorized to execute the Authority's letter or letters addressed to the Borrower in substantially the form attached to this Resolution as Exhibit A, which by this reference thereto, is incorporated herein, with such changes therein, whether made prior to the execution thereof or thereafter, as shall be approved from time to time by the Executive Director on behalf of the Authority.

Section 8. The Authority hereby authorizes Bond Counsel, Issuer's Counsel and any other attorneys for the Authority to take all necessary action to validate the Bonds under Chapter 75, Florida Statutes, if such action shall be deemed necessary or appropriate by such counsel. The appropriate officials of the Authority are hereby authorized to provide such assistance, take such action, and execute and deliver on behalf of the Authority such documents or instruments as may be necessary or required in connection with any validation of the Bonds or satisfaction of any conditions therefor. Notwithstanding the foregoing, the Authority acknowledges that it has validated bonds for qualifying purposes, and a portion of such validated bonds may be allocated to the Bonds.

Section 9. This Resolution shall take effect immediately upon its adoption.

Adopted on October 22, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Chair

ATTEST:

By: _____
Its: Secretary

CERTIFICATE OF SECRETARY

I, Cherry Fitch, Secretary of the Capital Trust Authority, Santa Rosa County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 29-26 and its supporting exhibit and schedule as the same was duly adopted and passed at a public meeting of the Board of Directors of the Capital Trust Authority on the 22nd day of October, 2026, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand this __ day of October, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Secretary

EXHIBIT A

FORM OF LETTER

[CTA Letterhead]

October 22, 2026

Family Christian Center of Clermont, Inc.
2500 South US Highway 27
Clermont, Florida 34711

Re: Proposed (i) refunding of the Refunded Bond, the proceeds of which were applied for the primary purpose of financing the Refinanced Facilities (each as defined and described in the hereinafter defined Inducement Resolution); (ii) the acquisition, construction, installation and equipping of the Expansion Facilities (as defined and described in the hereinafter defined Inducement Resolution); (iii) the funding of a debt service reserve fund for the Bonds (as herein defined), if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project"), with revenue bonds issued by the Authority (as herein defined).

Ladies and Gentlemen:

Based upon recent discussions with representatives of Family Christian Center of Clermont, Inc., a Florida nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities (collectively, the "Borrower"), it is the understanding of the officials and representatives of the Capital Trust Authority (the "Authority"), that: (i) the Borrower is currently undertaking the refunding of the Refunded Bond, the proceeds of which were applied for the primary purpose of financing the Refinanced Facilities and the acquisition, construction, installation and equipping of the Expansion Facilities (all as more fully described on Schedule I to Resolution No. 29-26 adopted by the Authority on October 22, 2026 (the "Inducement Resolution")), a portion of the cost of which will be financed and refinanced, including through reimbursement, with revenue bonds of the Authority in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds"); (ii) the refunding of the Refunded Bond and the acquisition, construction, installation and equipping of the Expansion Facilities and the financing and refinancing of the Facilities will provide for or enhance the ability to provide educational facilities within the meaning of the Act (as defined in the Inducement Resolution), advance the public purposes of the Act, improve education and provide or preserve employment in the community where the Facilities are located; and (iii) the willingness of the Authority to issue and sell the Bonds for the purpose of financing and refinancing, including through reimbursement, the Project are important factors

under consideration by the Borrower in determining the extent of the feasibility of the Project.

The Authority has determined that the Authority's issuance of the Bonds to assist the Borrower by financing and refinancing, including through reimbursement, such Project will promote the public purposes for which the Authority was created, will enable the Borrower to serve a public purpose by providing a needed educational facility and increasing the bargaining power of the Borrower to obtain favorable financing for its educational programs, and will promote and advance the economic prosperity, education and the general welfare of the State of Florida (the "State") and its people. Neither this letter nor the Inducement Resolution constitutes final authorization to issue the Bonds. Final approval will be in the form of an authorizing resolution that must be approved upon receipt of the finalized plan of finance and substantially complete bond and offering documents acceptable to the Authority.

Accordingly, in order to induce the Borrower to incur expenses for the initiation of such Project and its financing and refinancing, the Authority hereby makes the following proposal:

1. The Authority will, subject to the requirements of applicable law and financial feasibility, issue the Bonds in one or more series or installments of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds, totaling in the aggregate principal amount a sum not to exceed \$30,000,000 for the purpose of paying, financing and refinancing the cost of the Project. The Bonds will be secured by the source of security provided for in the financing documents for the Bonds and will be issued in one or more series of tax-exempt qualified 501(c)(3) bonds and/or taxable bonds, in such aggregate principal amount, mature at such times, bear interest at such rates and be subject to such other terms and have such security as shall be agreed upon between the Authority and the Borrower.

2. The Authority and the Borrower will enter one or more loan agreements (collectively, the "Agreement") which shall provide for the loan of the proceeds from the sale of the Bonds to the Borrower, for the financing and refinancing of the Project (including eligible reimbursement to the Borrower for costs of the Project incurred prior to the delivery of the Agreement) and repayment of such loan by the Borrower. The installment payments to be made by the Borrower in repayment of the loan pursuant to the Agreement shall be pledged to the payment of the principal of, interest on and redemption premium, if any, applicable to the Bonds and the fees and expenses of the trustee. The loan installments shall be fully sufficient to pay the cost of the Project, the cost and expenses of financing and refinancing the same and the fees and expenses of the Borrower, the trustee and the Authority related thereto.

3. The Authority will cooperate in the prompt preparation of the Agreement and the necessary resolutions for the authorization and sale of the Bonds and, to the extent the Bonds are not allocated to any series of Bonds already validated, will promptly proceed with validation of the Bonds in the appropriate Circuit Court, pursuant to the provisions of Chapter 75, Florida Statutes, if, in the opinion of bond counsel for the Authority or the Authority's attorneys, such validation proceedings are necessary or desirable.

4. Upon delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Borrower shall have no further effect, and in the event of any inconsistency between the terms of this proposal and the terms of the Agreement in the form in which it shall be finally approved by resolution of the Authority, the provisions of the Agreement as so approved shall control.

5. Upon acceptance by the Borrower, the Authority shall keep open and outstanding this commitment and inducement to the Borrower for a reasonable time so long as the Borrower shall be proceeding with appropriate efforts toward conclusion of any arrangements necessary to the financing and refinancing, including through reimbursement, of the Project; provided, however, if for any reason (other than that which shall be the fault of the Authority) the Bonds are not delivered to the purchaser or purchasers thereof before October 1, 2027, then the provisions of this proposal and the agreement resulting from its acceptance by the Borrower may be cancelled at any time thereafter, at the option of the Authority and without notice to the Borrower, by resolution of the Authority, duly adopted. In such event, or in the event of its earlier cancellation by agreement between the Borrower and the Authority, neither party shall have any rights against the other and no third party shall have any rights against either party except:

(a) the Borrower will pay to the Authority the amount of all expenses which shall have been incurred by the Authority in connection with the Project (expenses incurred related to travel to project sites and TEFRA hearings will be invoiced monthly for payment upon receipt);

(b) the Borrower will assume and be responsible for all contracts entered into by the Authority at the request of the Borrower in connection with the Project; and

(c) the Borrower will pay the out-of-pocket expenses of officials and representatives of the Authority incurred in connection with the financing and refinancing of the Project and will pay Watson Sloane PLLC, as bond counsel, and Bryant Miller Olive P.A., as counsel to the Authority, a reasonable retainer and legal fees for legal services related to the issuance of the Bonds or the financing and refinancing of the Project, whether or not the financing and refinancing actually closes.

6. The Borrower shall have responsibility to arrange for the purchase of the Bonds by investors or an underwriter acceptable to the Authority and the payment of all costs of issuing the Bonds, and such Bonds shall only be offered and marketed in accordance with the applicable securities laws and such offering limitations as may be approved by the Authority.

7. The Authority shall not be obligated to pay any of the Bonds or the interest thereon from any funds of the Authority derived from any source other than the Agreement, and each Bond shall contain a statement to that effect upon its face. The Authority shall not be required to incur any expense with respect to the Project or the Bonds unless requested to do so by the

Borrower, in which event the Borrower hereby agrees to reimburse the full amount of such expense to the Authority, and the Authority may require payment to it of such amount as a prerequisite to its incurring any such expense. The Borrower, in accepting this proposal, hereby agrees to pay the annual fees of the Authority and agrees to indemnify and defend the Authority and its officials, employees, attorneys and agents and the members of the governing board of the Authority, and hold the Authority and its officials, employees, attorneys and agents and the members of the governing board of the Authority, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the acquisition, construction, equipping and the operation of the Facilities and the financing and refinancing of the Project by or on behalf of the Borrower, or in any way growing out of or resulting from this proposal (upon its becoming an agreement if accepted) or from the issuance, sale or delivery of the Bonds, including, but not limited to, all forms of negligence by the Authority and any and all liabilities arising under the Code, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any applicable securities law of the State, including, without limitation, all costs and expenses of the Authority, including reasonable attorneys' fees, incurred in the enforcement of any agreement of the Borrower herein contained or in the Agreement. Any provision hereof to the contrary notwithstanding, the obligations of the Borrower under this section or Section 8 hereof shall survive the termination of this agreement.

8. The Borrower shall comply with all requirements and pay all costs and expenses as may be required of the Borrower or the Authority pursuant to all applicable approvals by, or any interlocal agreements between, the Authority and any applicable public agencies having jurisdiction over the Facilities.

9. As a condition of any future submittal to the Authority for an authorizing resolution to issue the Bonds, substantially final documents must be delivered to the Authority fourteen (14) calendar days before a scheduled board meeting date. When applicable, the Authority will require a feasibility study, sources and uses of funds, historical financial statements, and pro forma statements in addition to the indenture, loan or financing agreement and preliminary offering document, if applicable, in substantially completed forms.

If this proposal shall be satisfactory to the Borrower, please have the acceptance statement which follows this proposal executed by the proper officers of the Borrower on behalf of itself duly authorized and provide an executed copy to the Authority, whereupon this proposal will constitute an agreement in principle with respect to the matters herein contained.

Yours very truly,

CAPITAL TRUST AUTHORITY

By: _____
Denis A. McKinnon, III
Executive Director

[Acceptance by Borrower Follows]

Acceptance by Borrower

The terms and conditions contained in the foregoing proposal by the governing board of the Authority are hereby accepted as obligations of the Borrower, as of this 22nd day of October, 2026.

**FAMILY CHRISTIAN CENTER OF CLERMONT,
INC.**

By: _____
Name: _____
Title: _____

SCHEDULE I

DESCRIPTION OF THE FACILITIES

The Refinanced Facilities consist primarily of existing educational facilities and real property, including approximately nine (9) buildings, which include various administrative and classroom buildings, all consisting of approximately 108,000 square foot, all to accommodate approximately 800 students in grades K-12, known as "Family Christian Center of Clermont," situated on approximately 36 acres of land, located at 2500 South US Highway 27, Clermont, Florida 34711, including related facilities, fixtures, furnishings and equipment (collectively, the "Refinanced Facilities").

The Expansion Facilities consist primarily of the acquisition, construction, installation and equipping of various additional capital improvements to be located at Family Christian Center of Clermont, including four (4) additional buildings, which include two (2) additional classrooms, a cafeteria and two (2) gymnasiums, all approximately 60,000 square foot, including related facilities, fixtures, furnishings and equipment (the "Expansion Facilities," together with the Refinanced Facilities, collectively, the "Facilities").

TO: Capital Trust Authority Board of Directors
FROM: Denis McKinnon, III
RE: Land Use Restriction Agreement with Bedford Lake Como, LLC
DATE: October 22, 2026

Summary and requested action

Staff recommends that the Board adopt the attached Authorizing Resolution approving a ten year Land Use Restriction Agreement ("LURA") with Bedford Lake Como, LLC. Unlike every LURA or regulatory agreement CTA has signed before, this one would be executed and recorded now, with no bonds issued. Bedford has told us it intends to refinance the property through CTA with tax exempt bonds at a later date.

In return, Bedford would pay CTA a fixed compliance monitoring fee of \$10,000 per year. CTA would engage an outside asset and compliance monitor, paid from that fee, so the work does not fall on staff. Bedford indemnifies CTA, and CTA takes on no financial obligation.

The Board is asked to approve the LURA in substantially the attached form.

The project and the owner

The Park at Lake Como is an existing, approximately 400 unit, two story garden style apartment community at 8301 Sandstone Lake Drive in Tampa (Hillsborough County). It has about 28 residential buildings of one and two bedroom units on roughly 25.18 acres.

The owner is Bedford Lake Como, LLC, a Delaware limited liability company. Its sole member is Bedford Affordable Housing Foundation, a California nonprofit and 501(c)(3) organization. Bedford already owns the property, subject to existing debt; the LURA calls that the "Existing Debt."

What the LURA requires

For ten years, all of the units would be rented only to households at or below 120% of area median income (AMI), measured when they move in, in these tiers:

Share of units	Income limit at move in
At least 40%	60% of AMI or less
At least 35%	80% of AMI or less
Remaining 25%	120% of AMI or less

The first two tiers track the IRS safe harbor for 501(c)(3) affordable housing providers (40% at 60% AMI, 75% at 80% AMI). Other key terms:

- **Term.** Ten years from the date the LURA is signed. The covenants run with the land and bind later owners.
- **Fee.** \$10,000 per year, due by December 31, fixed for the full term with no escalator. That is up to \$100,000 over ten years.
- **Monitoring.** CTA may hire a third party compliance monitor, paid from the fee, and Bedford must follow that monitor's procedures.
- **Early termination by Bedford.** Allowed on written notice if Bedford no longer owns the property or the Existing Debt is paid in full. A bond refinancing would pay off that debt.
- **Automatic termination.** On foreclosure or deed in lieu, casualty, condemnation, or a change in law that prevents enforcement. It comes back if Bedford or an affiliate reacquires the property within the ten years.

- **Enforcement.** CTA gives written notice; Bedford has 15 days to cure a missed payment and 60 days for anything else. CTA may then sue for an injunction or specific performance in Hillsborough County.
- **Recording.** Bedford records the LURA in Hillsborough County and pays the cost.

Why sign before the bonds, and how this differs from past practice

Until now, CTA has only signed a LURA or regulatory agreement at a bond closing, as a condition of the tax exempt financing. Here the LURA stands alone. Two things drive the request.

Property tax exemption. Section 196.1978(1)(a), Florida Statutes, exempts affordable housing owned by a 501(c)(3) (or its single member LLC) from ad valorem tax. Under that section, vacant units and units whose tenants later earn above the limit still count, if a recorded LURA in favor of Florida Housing, a housing finance authority, or any other governmental or quasi governmental jurisdiction requires all units to be used in a qualifying manner. Bedford wants that LURA in place now rather than waiting for a bond closing.

A path to a future bond issue. The LURA does not commit Bedford to use CTA as issuer, and it does not commit CTA to issue, however the intention is for CTA to issue tax exempt bonds at a later date to refinance the acquisition. Any bonds would come back to this Board under the normal process, including TEFRA and host approval.

The Interlocal Agreement allows CTA to enter into a LURA in furtherance of a Capital Project, and Bryant Miller Olive, as Authority's Counsel, has prepared the Resolution on that basis.

Risks and protections

CTA's financial exposure is limited, because the LURA protects it in several ways:

- **Broad indemnity.** Bedford indemnifies and defends CTA, the sponsoring cities, and their board members, officers, staff and counsel against claims tied to the LURA or the property, including challenges to the LURA's validity. The only exception is CTA's own gross negligence or willful misconduct, and the indemnity survives termination.
- **No general fund liability.** Any judgment against CTA is payable only from revenues under the LURA. No board member or officer is personally liable, and CTA keeps its sovereign immunity.
- **No duty to act without cover.** CTA does not have to take enforcement action unless asked in writing and given indemnity and payment for its costs.
- **Costs covered.** The Exhibit B letter has Bedford reimburse CTA's expenses and counsel fees, even if the LURA is never signed.

Recommendation

Staff recommends adoption of the Authorizing Resolution. The LURA keeps all 400 units affordable for ten years, pays for its own monitoring, carries no financial obligation for CTA, and positions CTA for a future bond issue for the project. Staff may engage a third party asset and compliance monitor before the first annual fee is due and report to the Board on the project's compliance each year.

RESOLUTION NO. 30-26

A RESOLUTION OF THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A LAND USE RESTRICTION AGREEMENT FOR THE PURPOSE OF PROVIDING FOR HOUSING FOR PEOPLE OF LOW OR MODERATE INCOME; PROVIDING CERTAIN OTHER DETAILS AS PROVIDED HEREIN; PROVIDING FOR A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Authority (the "Authority") is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; Resolution No. 14-22, duly adopted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze"), on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022; Ordinance Number 04-00, enacted by the City Council of Gulf Breeze on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of the City of Quincy, Florida ("Quincy"), on May 24, 2022; the City Charter of Gulf Breeze; the City Charter of Quincy; the Interlocal Agreement dated as of June 6, 2022 (the "Interlocal Agreement"), between Gulf Breeze and Quincy, as may be amended and supplemented from time-to-time; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), and is empowered pursuant to the Act to sell and deliver its revenue bonds for the purpose of financing or refinancing, including through reimbursement, and advancing the general welfare of the State and its people by providing for affordable housing;

WHEREAS, pursuant to the Interlocal Agreement and the Act, the Authority may enter into a Land Use Restriction Agreement in furtherance of a "Capital Project" as defined in the Interlocal Agreement;

WHEREAS, the Authority has been requested by Bedford Lake Como, LLC, a Delaware limited liability company ("Bedford Lake Como"), whose sole member is Bedford Affordable Housing Foundation, a California non-profit non-stock corporation, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose principal place of business is 1209 Orange Street, Wilmington, DE 19801, to enter into a Land Use Restriction Agreement, the form of which is attached hereto as Exhibit A (the "LURA") for the purpose, among other things, of facilitating the Project hereinafter described;

WHEREAS, Bedford Lake Como is the fee simple owner of an approximately 400-unit, two-story, garden-style multifamily community known as "The Park at Lake Como," consisting of approximately 28 residential buildings with a mix of one and two-bedroom units and

accompanying amenities, facilities and structures, all situated on an approximately 25.18-acre tract located at 8301 Sandstone Lake Drive, Tampa, Florida 33615 in Hillsborough County, Florida (the "Project"); and

WHEREAS, based upon representations of Bedford Lake Como, the Project assists Bedford Lake Como in serving a public purpose by providing for affordable housing for persons of low or moderate income, and increasing the bargaining power of Bedford Lake Como to obtain favorable financing for the affordable housing component of its housing program, and promoting and advancing the economic prosperity, living conditions and the general welfare of the State and its people; and

WHEREAS, pursuant to the Act, the Authority finds that the execution and delivery of the LURA will serve a public purpose, and the Authority desires to authorize the execution and delivery of the LURA with Bedford Lake Como.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CAPITAL TRUST AUTHORITY:

Section 1. Approval of Documents.

The LURA in substantially the form attached hereto as Exhibit A, which, by this reference thereto, is incorporated herein and other documents necessary or desirable to implement the Project (collectively, the "Program Documents"), are hereby approved and shall be executed by the Chair, Vice-Chair, or Executive Director of the Authority, with such provisions or modifications not inconsistent with this Resolution as may be approved by the officers executing the same, such approval to be presumed by their execution thereof.

Section 2. Designation of Professional Advisors.

The Authority hereby designates and approves Bryant Miller Olive P.A., Tampa, Florida, as Authority's Counsel ("Authority's Counsel"), and such other professional advisors as the Chair, Vice-Chair, or Executive Director may designate.

Section 3. Designation of Compliance Monitor.

The Authority, or such other compliance monitor (the "Compliance Monitor") as may be hereafter selected by the Chair or Executive Director, is hereby designated and approved as Compliance Monitor.

Section 4. Authorization of all Other Necessary Action.

The Chair, Vice-Chair, Secretary, Assistant Secretary, Executive Director of the Authority, and Authority's Counsel, are each designated agents of the Authority in connection with the delivery of the LURA, and are authorized and empowered, collectively or individually, to take

all action and steps to execute and deliver any and all instruments, documents, investments or contracts on behalf of the Authority which are necessary or desirable in connection with the delivery of the Program Documents which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the Program Documents heretofore taken by the Authority.

The Executive Director of the Authority is hereby authorized to execute the Authority's letter or letters addressed to Bedford Lake Como in substantially the form attached to this Resolution as Exhibit B, which by this reference thereto, is incorporated herein, with such changes therein, whether made prior to the execution thereof or thereafter, as shall be approved from time to time by the Executive Director on behalf of the Authority.

Section 5. No Third Party Beneficiaries.

Unless specifically noted, nothing in this Resolution or in the Program Documents, express or implied, is intended or shall be construed to confer upon any person other than the Authority, Bedford Lake Como, and the Compliance Monitor any right, remedy or claim, legal or equitable, under and by reason of any provision of this Resolution or of the Program Documents. This Resolution and the Program Documents are for the sole and exclusive benefit of the Authority, Bedford Lake Como and the Compliance Monitor.

Section 6. Severability.

In case any one or more of the provisions of this Resolution and/or the Program Documents, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or the Program Documents, as the case may be, and they shall be construed and enforced without consideration of such illegal or invalid provisions.

Section 7. No Personal Liability.

No covenant, stipulation, obligation, or agreement contained in this Resolution or contained in the Program Documents, or any instrument contemplated by each shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, member, agent, or employee of the Authority in his or her individual capacity, and no member of the Authority executing any other documents related to those approved by this Resolution shall be liable personally for such documents or the obligations under each, or be subject to any personal accountability by reason of his or her delivery or execution of such documents on behalf of the Authority.

Section 8. Repealer.

All provisions of resolutions of the Authority in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

[Remainder of Page Intentionally Left Blank]

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted on October 22, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Chair

ATTEST:

By: _____
Its: Secretary

CERTIFICATE OF SECRETARY

I, Cherry Fitch, Secretary of the Capital Trust Authority, Santa Rosa County, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 30-26 and its supporting exhibits as the same was duly adopted and passed at a public meeting of the Board of Directors of the Capital Trust Authority on the 22nd day of October, 2026, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of October, 2026.

CAPITAL TRUST AUTHORITY

By: _____
Its: Secretary

EXHIBIT A

FORM OF LAND USE RESTRICTION AGREEMENT

[Follows]

EXHIBIT B

FORM OF LETTER

[CTA Letterhead]

October 22, 2026

Bedford Lake Como, LLC
1209 Orange Street
Wilmington, DE 19801

Re: Entering into the proposed LURA relating to the Project (each as defined and described in the hereinafter defined Resolution)

Ladies and Gentlemen:

Based upon recent discussions with representatives of Bedford Lake Como, LLC, a Delaware limited liability company (the "Bedford Lake Como"), whose sole member is Bedford Affordable Housing Foundation, a California non-profit non-stock corporation, and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, it is the understanding of the officials and representatives of the Capital Trust Authority (the "Authority"), that: (i) the Authority and Bedford Lake Como shall enter into the LURA, for the purpose of providing for the Project, all as more fully described in Resolution No. 30-26, adopted by the Authority on October 22, 2026 (the "Resolution").

The Authority has determined that the Authority shall assist Bedford Lake Como by entering into a LURA related to such Project which will promote the public purpose for which the Authority was created, will enable Bedford Lake Como to serve a public purpose by providing for affordable housing for persons of low or moderate income, will increase the bargaining power of Bedford Lake Como to obtain favorable financing for the affordable housing component of its housing program, and will promote and advance the economic prosperity, living conditions and the general welfare of the State of Florida and its people.

Accordingly, in order to authorize Bedford Lake Como to incur expenses for the initiation of such Project, the Authority hereby makes the following proposal:

1. The Authority will, subject to the requirements of applicable law and financial feasibility, enter into the LURA, as shall be agreed upon between the Authority and Bedford Lake Como, for the purposes of facilitating the Project.

2. Upon delivery of the LURA, the provisions of this proposal and the agreement resulting from its acceptance by Bedford Lake Como shall have no further effect, and in the event

of any inconsistency between the terms of this proposal and the terms of the LURA in the form in which it shall be finally approved by resolution of the Authority, the provisions of the LURA as so approved shall control.

3. In such event, or in the event of its earlier cancellation by agreement between Bedford Lake Como and the Authority, neither party shall have any rights against the other and no third party shall have any rights against either party except:

(a) Bedford Lake Como will pay to the Authority the amount of all expenses which shall have been incurred by the Authority in connection with the Project;

(b) Bedford Lake Como will assume and be responsible for all contracts entered into by the Authority at the request of Bedford Lake Como in connection with the Project; and

(c) Bedford Lake Como will pay the out-of-pocket expenses of officials and representatives of the Authority and counsel for the Authority incurred in connection with the Project.

4. The Authority shall not be obligated to pay from any funds of the Authority derived from any source other than the Program Documents. The Authority shall not be required to incur any expense with respect to the Project unless requested to do so by Bedford Lake Como, in which event Bedford Lake Como hereby agrees to reimburse the full amount of such expense to the Authority, and the Authority may require payment to it of such amount as a prerequisite to its incurring any such expense. Bedford Lake Como, in accepting this proposal, hereby agrees to pay the Authority and agrees to indemnify and defend the Authority and its officials, employees, attorneys and agents and the members of the governing board of the Authority, and hold the Authority and its officials, employees, attorneys and agents and the members of the governing board of the Authority, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the Project by or on behalf of Bedford Lake Como, or in any way growing out of or resulting from this proposal (upon its becoming an agreement if accepted), including all costs and expenses of the Authority, including reasonable attorneys' fees, incurred in the enforcement of any agreement of Bedford Lake Como herein contained or in the Program Documents. Any provision hereof to the contrary notwithstanding, the obligations of Bedford Lake Como under this section or Section 5 hereof shall survive the termination of this agreement.

5. Bedford Lake Como shall comply with all requirements and pay all costs and expenses as may be required of Bedford Lake Como or the Authority pursuant to all applicable approvals by, or any interlocal agreements between, the Authority and any applicable public agencies having jurisdiction over the Project.

If this proposal shall be satisfactory to Bedford Lake Como, please have the acceptance statement which follows this proposal executed by the proper officers of Bedford Lake Como on behalf of itself duly authorized and provide an executed copy to the Authority, whereupon this proposal will constitute an agreement in principle with respect to the matters herein contained.

Yours very truly,

CAPITAL TRUST AUTHORITY

By: _____

Denis A. McKinnon, III
Executive Director

[Acceptance by Bedford Lake Como Follows]

Acceptance by Bedford Lake Como

The terms and conditions contained in the foregoing proposal by the governing board of the Authority are hereby accepted as obligations of Bedford Lake Como, as of this 22nd day of October, 2026.

BEDFORD LAKE COMO, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

After Recording Return to:
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Nicholas W. Heckman, Esq.

Folio No.:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Land Use Restriction Agreement

THIS LAND USE RESTRICTION AGREEMENT, hereinafter referred to as the "LURA", is entered into this ____ day of _____, 2026 (the "**Effective Date**"), by and between Capital Trust Authority, a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida, hereinafter referred to as the "Authority", and Bedford Lake Como, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer".

RECITALS

WHEREAS, Developer is the fee simple owner of the real property described on Exhibit A attached hereto (the "**Land**") located in Hillsborough County, Florida and that certain multifamily rental apartment complex thereon known as The Park at Lake Como (the "**Project**"); and

WHEREAS, Bedford Affordable Housing Foundation, a California non-profit non-stock corporation and exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 is the sole member of the Developer; and

WHEREAS, the Authority is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; the Enabling Resolutions (as herein defined); Ordinance Number 04-00, enacted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze") on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; the City Charter of Gulf Breeze; the City Charter of the City of Quincy, Florida; the Interlocal Agreement (as herein defined) with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"); and

WHEREAS, based upon representations of the Developer, the Project assists Bedford Lake Como in serving a public purpose by providing for affordable housing for persons of low or moderate income, and increasing the bargaining power of Bedford Lake Como to obtain favorable financing for the affordable housing component of its housing program, and promoting and advancing the economic prosperity, living conditions and the general welfare of the State and its people; and

WHEREAS, Authority and Developer intend that the units in the Project shall be rented to persons or families whose incomes are at or below the income limits for low-income or moderate-income persons or households as set forth under Section 420.0004, Florida Statutes and as further set forth herein; and

WHEREAS, the Developer intends to finance the Project at a date in the future on a long term basis with tax exempt bonds to maintain affordability restrictions on the Project compliant with such financing; and

WHEREAS, for the purpose of restricting such units in the Project during the LURA Term, the Authority and Developer desire to enter into this LURA; and

WHEREAS, this LURA shall be properly filed and recorded by Developer within the Official Public Records of Hillsborough County and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Property. The Developer's fee simple interest in the property subject to this LURA is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference (altogether, the "**Property**").

3. Duration of Covenants. The covenants set forth in this LURA shall remain in effect for a period of ten (10) years commencing on the Effective Date of this LURA (the "Ten Year Period") unless sooner terminated pursuant to the terms therein ("**LURA Term**"). Notwithstanding the foregoing, the Developer may elect, by written notice to the Authority, to terminate this LURA prior to the expiration of the Ten Year Period upon the occurrence of either of the following: (a) Developer no longer owns any interest in the Land and the Project; or (b) the debt encumbering the Property on the Effective Date (the "**Existing Debt**") has been paid in full. Notwithstanding the foregoing this LURA shall automatically terminate and be of no force and effect after the end of the LURA Term or in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal or state law or an action by a federal or state Authority that prevents the Authority from enforcing the provisions

hereof, or foreclosure or a deed in lieu of foreclosure by any mortgagee of the Developer. Upon a termination of this LURA pursuant to the preceding sentence, the Authority and Developer will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective and the LURA Term will reinstate if at any time during the balance of the Ten Year Period, the Developer or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.

4. Use and Occupancy. For the entire LURA Term, all of the residential units in the Project (the "**Affordable Units**") shall be rented exclusively to Qualifying Tenants (as defined below) in accordance with Section 196.1978(1)(a), F.S., as amended from time to time, as follows: (a) not less than forty percent (40%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to sixty percent (60%) of AMI; (b) not less than thirty-five percent (35%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to eighty percent (80%) of AMI; and (c) the remaining twenty-five percent (25%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to one hundred and twenty percent (120%) of AMI. "**Qualifying Tenants**" means those certain individuals or households whose household income at occupancy is less than or equal to one hundred and twenty percent (120%) of the area median gross income for the metropolitan statistical area ("MSA") or, if not within an MSA, within the county in which the person or family resides, whichever is greater, adjusted for family size ("AMI") in accordance with the applicable requirements of Section 420.0004, F.S. The Authority makes on representation regarding compliance with provisions of Section 196.1978(1)(a) including whether the Authority is a governmental or quasi-governmental jurisdiction for purposes thereof and has no obligation to take any action during the LURA Term to establish or confirm such status .

5. Compliance Monitoring Fee. During the LURA Term, the Developer shall pay to the Authority an annual compliance monitoring fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Compliance Monitoring Fee**"), payable on or before December 31 of each year. The Compliance Monitoring Fee shall remain fixed for the entire LURA Term and shall not be subject to any annual increase, escalation, or growth factor. The obligation to pay the Compliance Monitoring Fee shall cease upon the expiration [BMO Note: we eliminated this in several places because it is already part of the definition of the LURA Term] of the LURA Term. The Authority may contract the compliance monitoring responsibilities to a third party whose fees will be payable from the Compliance Monitoring Fee and, in such event, the Developer will comply with the requirements and procedures of such third party compliance monitor.

6. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the Property, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the Authority, and enforceable by the Authority, its successors and assigns, against Developer, its successors and assigns, to or of the property or any portion thereof or any interest therein, and any party in

possession or occupancy of said property or portion thereof, subject to the provisions of Section 3, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein (other than mortgage loans and loan documentation executed in connection therewith) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions or all of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project or the Project.

7. Violation of Agreement. If a material violation of any of the provisions hereof occurs and after written notice from the Authority to the Developer and is not cured within a reasonable period of time, the party to this LURA that is affected by the violation may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. A reasonable period of time to cure any default shall be fifteen (15) days (in the case of monetary defaults) or sixty (60) days (in the case of non-monetary defaults) from the date the Authority delivers notice to the Developer. The provisions hereof are imposed upon and made applicable to the Property and shall run with the Property and shall be enforceable against the lessee of the Property or any other person or entity that has or had an ownership interest in the Property or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof at any later time or times. Notwithstanding anything to the contrary contained herein, the Authority agrees that any cure of any default made or tendered by Developer's partners or members shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer. Notices shall be given as follows:

Authority:

Developer:

8. Modification of Agreement. The Authority and its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of Developer's fee simple interest in the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any Developer, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than Developer's fee simple interest in the Property. Any amendment or modification to this LURA must be in writing and signed by the Authority and Developer, or their successors and assigns.

9. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County,, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

10. Termination. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term prescribed herein. Upon passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with.

11. Indemnification of Authority Indemnified Parties. [BMO NOTE: This indemnity was added because before it was in the Lease but this is a stand alone contract so we had to add it]

For purposes of this Section 11, “Authority **Indemnified Party**” means the Authority, the Sponsoring Political Subdivisions, and each of their respective past, present, and future incorporators, directors, board members or commissioners, council members, governing members, trustees, commissioners, officers, elected or appointed officials, counsel, advisors, and agents and employees, together with their respective successors and assigns individually and collectively.

The Developer shall pay and shall protect, indemnify and hold harmless the Authority Indemnified Parties from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands and judgments of any nature (collectively referred to herein as the "Liabilities") in any manner relating to and/or arising from or in connection with the Authority entering into this LURA (including the approval and the administration thereof) for: (i) any injury to or death of any person or damage to the Land or the Project (collectively, the “Premises”) in or upon the Premises or growing out of or connected with the use, nonuse, condition or occupancy of the Premises; (ii) violation or breach by the Developer of this LURA; (iii) a violation by the Developer of any contract, agreement or restriction relating to the Premises; (iv) any act, or failure to act, by the Developer or negligence of the Developer or any of its agents, contractors, servants, employees, or licensees; (v) any violation by the Developer of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Premises during the period in which the Developer is in possession or control of the Premises; (vi) a violation by the Developer of any law, ordinance, or regulation affecting the Premises or the ownership, occupancy or use thereof; (vii) any statement by the Developer or information provided by the Developer contained in this LURA and the proceedings relating, which is misleading, untrue or incorrect in any material respect, other than information furnished by the Authority; (viii) the financing, refinancing, renovation, expansion, design, construction,

equipping and/or furnishing of the Premises or the failure to renovate, expand, design, construct, equip and/or furnish the Premises; (ix) any proceeding concerning the validity or enforceability of the LURA; (x) to the extent not previously mentioned, any claims whatsoever asserting any of the foregoing, regardless of the lack of merit thereof; and (xi) the costs incurred in connection with any claims, investigations, governmental, or regulatory actions, proceedings or inquiries relating in any way to the LURA or the transactions contemplated hereby.

The Developer also agrees to indemnify, protect, defend, and hold harmless the Authority Indemnified Parties from and against the Liabilities (i) in any manner whatsoever arising from or relating to the LURA (including the approval and the administration thereof), or any errors or omissions in information provided to the Authority in connection with any legal proceedings or other official actions of the Authority pertaining to the LURA, (ii) in any manner whatsoever arising from or relating to any fraud or misrepresentations or omissions contained in information provided by the Developer to the Authority in connection with the proceedings of the Authority relating to the LURA, (iii) in any way arising from or relating to the execution or performance of the LURA by the Developer, and the Authority's approval under the Act, specifically including, but not limited to, the defense of the validity of the LURA; or (iv) any statement or information relating to the Developer, its business, or its properties furnished to the Authority that is untrue or incorrect in any material respect and any omission relating to the Developer, its business, or its properties from any statement or information which should be contained in it for the purpose for which it is to be used or which is necessary to make the information or statement not misleading in any material respect.

It is the intention of the parties hereto that the Authority Indemnified Parties shall not incur pecuniary liability or expense (specifically including, but not limited to, expenses incurred in defending any claim, action, lawsuit or administrative or other legal proceeding) by reason of, arising out of, or relating to the LURA (including the approval and the administration thereof) or: (i) the terms of the LURA, or (ii) by reason of, arising out of, or relating to the undertakings required of the Authority, and any of its officials, directors, commissioners, officers, agents and employees hereunder in connection with the execution of the LURA, the performance of any act required of the Authority, and any of its officials, directors, commissioners, officers, agents, attorneys and employees by the LURA or the performance of any act requested of the Authority, and any of its officials, officers, directors, commissioners, agents, attorneys and employees by the Developer or in any way arising from the transaction of which this LURA is a part or arising in any manner in connection with the Premises; nevertheless, if the Authority, the Sponsoring Political Subdivisions, or any of their officials, officers, directors, commissioners, agents, attorneys and employees should incur any such pecuniary liability, then in such event, the Developer shall indemnify and hold harmless the Authority, the Sponsoring Political Subdivisions, or any of their officials, officers, directors, commissioners, agents, attorneys and employees against all claims by or on behalf of any Person, arising out of the same, and all fees, costs, and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the Sponsoring Political

Subdivisions, or any of their officials, officers, directors, commissioners, agents or employees, the Developer shall defend such party, its officials, officers, directors, commissioners, agents or employees in any such action or proceeding.

Promptly after receipt by a Authority Indemnified Party under this Section of notice of the existence of a claim in respect of which indemnity hereunder may be sought or of the commencement of any action against the Authority Indemnified Party in respect of which indemnity hereunder may be sought, the Authority Indemnified Party shall notify the Developer in writing of the existence of such claim or commencement of such action (provided that a failure to so notify the Developer will not excuse the Developer from its obligations hereunder). In case any such action shall be brought against a Authority Indemnified Party under this Section, the Authority Indemnified Party shall notify the Developer of the commencement thereof and the Developer shall be entitled to participate in, and to assume the defense thereof, with counsel reasonably satisfactory to the Authority Indemnified Party, with full power to litigate, compromise, or settle the same; provided that the Authority Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement; provided, however, that if the Authority Indemnified Party shall have been advised by independent counsel selected by the Authority Indemnified Party that there may be legal defenses available to it which are adverse to or in conflict with those available to the Developer or other Authority Indemnified Parties which, in the opinion of such counsel, or if any such claim involves possible criminal charges, should be handled by separate counsel, the Developer shall not have the right to assume the defense of such action on behalf of the Authority Indemnified Party, but shall be responsible for the fees and expenses of the Authority Indemnified Party in conducting its defense; and provided, further, that if the Developer shall have failed to assume the defense of such action and shall have failed to employ counsel therefor reasonably satisfactory to the Authority Indemnified Party within a reasonable time after notice of commencement of such action, such fees and expenses incurred by the Authority Indemnified Party in conducting its own defense shall be borne by the Developer. The duty of the Developer to defend each Authority Indemnified Party under this Section shall commence from the time the claim is communicated to the Developer, and such duty shall exist and continue regardless of the merits of the claim, and shall survive the termination of any other provisions of this LURA.

In addition, the Developer agrees that if any party initiates any action, suit or other proceeding with respect to any claim, demand or request for relief, whether judicial, administrative or other legal proceeding, in which the Authority or any members of their board, their officers, attorneys, accountants, financial advisors or staff is named or joined as a party, the Developer will pay to and reimburse to the Authority the full amount of all fees and expenses incurred by the Authority with respect to the Authority's defense of or participation in such action, suit or other proceeding. All Authority Indemnified Parties shall be deemed third party beneficiaries hereof, with full right to enforce the provisions hereof in respect of such Authority Indemnified Party.

The provisions contained in this Section pertaining to indemnification of the Authority Indemnified Parties shall be in addition to any other indemnification provided to such Authority Indemnified Parties in any other agreement by the Developer in connection with the this LURA and all matters relating thereto.

Notwithstanding any other provision of this Section 11 to the contrary, the Developer's indemnification obligations under this Section 11 shall not extend to the Authority or any of its respective officers, members, directors, officials, employees, attorneys and agents to the extent of any Liabilities arising from the gross negligence or willful misconduct of the Authority or any of its respective officers, members, directors, officials, employees, attorneys and agents.

The Authority makes no warranty, either express or implied, as to the Premises or the condition thereof, or that the Premises will be suitable for the purposes or needs of the Developer. The Authority makes no representation or warranty, express or implied, that the Developer will have quiet and peaceful possession of the Premises. The Authority makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the Premises or its suitability for the purposes of the Developer.

Notwithstanding anything to the contrary contained herein or in the LURA, or in any other instrument or document executed by or on behalf of the Authority in connection herewith, (i) the Authority shall have no obligation to take action under this LURA or such other instruments or documents, unless the Authority is reasonably requested in writing by an appropriate person to take such action and is provided with indemnity and assurances satisfactory to it of payment of or reimbursement for any expenses (including attorneys' fees) in such action, (ii) neither the Authority nor any member of the Authority or any officer, agent relating to the Premises, or employee of the Authority shall be personally liable to the Developer or any other person for any action taken by the Authority or by its officers, agents relating to the Premises, or employees or for any failure to take action under this LURA, or such other instruments or documents, except that the Authority agrees to take, or to refrain from taking, any action if so required by an injunction or if required to comply with any final judgment for specific performance; and (iii) any judgment rendered against the Authority for breach of its obligations under this LURA or such other instruments or documents, shall be payable solely from the revenues derived in accordance with this LURA and no other personal liability, or charge payable directly or indirectly from the general funds of the Authority, shall arise therefrom.

Notwithstanding anything to the contrary contained herein, or in any other instrument or document executed by or on behalf of the Authority in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee or agent of the Authority, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Authority, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations,

covenants, agreements or obligations, nor shall any recourse be had for any claim based thereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly or through the Authority or any successor to the Authority, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

In the Authority accepting the provisions for the Developer to indemnify the Authority and other Authority Indemnified Parties from claims of third parties, and in the Developer agreeing to make such indemnities, as provided herein, the Authority (and all applicable Authority Indemnified Parties) intends to retain, and does not waive, the limits and scope of sovereign immunity enjoyed by the Authority (or any applicable Authority Indemnified Party) as provided pursuant to State law with respect to such claims, as well as all other immunities, defenses and privileges the Authority (or any applicable Authority Indemnified Party) may enjoy with respect to such claims under State or federal law. By the same token, it is intended that the Developer be able, and the Developer may assert, with respect to claims for which indemnity is provided by the Developer to the Authority, the Authority's sovereign immunity under State law with respect to such claims, as well as all other immunities, defenses and privileges the Authority may enjoy with respect to such claims as may be provided under State or federal law.

The provisions of this Section shall survive the termination of this LURA.

12. Filing. Upon execution and delivery by the parties hereto, the Developer shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Hillsborough County, and shall pay all fees and charges incurred in connection therewith.

13. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

14. Entire Agreement. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

15. Counterparts. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and Developer have caused this LURA to be executed on their behalf by their respective officers or agents herein duly authorized as of the day and year first written above.

CAPITAL TRUST AUTHORITY, a Florida
municipal corporation

By: _____

STATE OF FLORIDA

COUNTY OF []

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by [] of the [], a Florida [], on behalf of the corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped: _____

My Commission Expires: _____

Signed, sealed, and delivered in the presence of:

Witness 1 Signature

Name printed or typed: _____

Address: _____

DEVELOPER:

Bedford Lake Como, LLC, a Delaware limited liability company

Witness 2 Signature

Name printed or typed: _____

Address: _____

By: _____
[]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by _____, as _____ of _____, a _____ limited liability company as the manager of _____, LLC, a _____ limited liability company, who is personally known to me ☐ or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped: _____

My Commission Expires: _____

Exhibit "A"

**Land Use Restriction Agreement
LEGAL DESCRIPTION**

After Recording Return to:
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florida 32801
Nicholas W. Heckman, Esq.

Folio No.:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Land Use Restriction Agreement

THIS LAND USE RESTRICTION AGREEMENT, hereinafter referred to as the "LURA", is entered into this ____ day of _____, 2026 (the "**Effective Date**"), by and between Capital Trust Authority, a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida, hereinafter referred to as the "Authority", and Bedford Lake Como, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer".

RECITALS

WHEREAS, Developer is the fee simple owner of the real property described on Exhibit A attached hereto (the "**Land**") located in Hillsborough County, Florida and that certain multifamily rental apartment complex thereon known as The Park at Lake Como (the "**Project**"); and

WHEREAS, Bedford Affordable Housing Foundation, a California non-profit non-stock corporation and exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 is the sole member of the Developer; and

WHEREAS, the Authority is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State of Florida (the "State") established for the purposes set forth under Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; the Enabling Resolutions (as herein defined); Ordinance Number 04-00, enacted by the City Council of the City of Gulf Breeze, Florida ("Gulf Breeze") on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; the City Charter of Gulf Breeze; the City Charter of the City of Quincy, Florida; the Interlocal Agreement (as herein defined) with powers as a "local agency" under Chapter 159, Part II, Florida Statutes, and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"); and

WHEREAS, based upon representations of the Developer, the Project assists Bedford Lake Como in serving a public purpose by providing for affordable housing for persons of low or moderate income, and increasing the bargaining power of Bedford Lake Como to obtain favorable financing for the affordable housing component of its housing program, and promoting and advancing the economic prosperity, living conditions and the general welfare of the State and its people; and

WHEREAS, Authority and Developer intend that the units in the Project shall be rented to persons or families whose incomes are at or below the income limits for low-income or moderate-income persons or households as set forth under Section 420.0004, Florida Statutes and as further set forth herein; and

WHEREAS, the Developer intends to finance the Project at a date in the future on a long term basis with tax exempt bonds to maintain affordability restrictions on the Project compliant with such financing; and

WHEREAS, for the purpose of restricting such units in the Project during the LURA Term, the Authority and Developer desire to enter into this LURA; and

WHEREAS, this LURA shall be properly filed and recorded by Developer within the Official Public Records of Hillsborough County and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Property. The Developer's fee simple interest in the property subject to this LURA is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference (altogether, the "**Property**").

3. Duration of Covenants. The covenants set forth in this LURA shall remain in effect for a period of ten (10) years commencing on the Effective Date of this LURA (the "Ten Year Period") unless sooner terminated pursuant to the terms therein ("**LURA Term**"). Notwithstanding the foregoing, the Developer may elect, by written notice to the Authority, to terminate this LURA prior to the expiration of the Ten Year Period upon the occurrence of either of the following: (a) Developer no longer owns any interest in the Land and the Project; or (b) the debt encumbering the Property on the Effective Date (the "**Existing Debt**") has been paid in full. Notwithstanding the foregoing this LURA shall automatically terminate and be of no force and effect after the end of the LURA Term or in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal or state law or an action by a federal or state Authority that prevents the Authority from enforcing the provisions

hereof, or foreclosure or a deed in lieu of foreclosure by any mortgagee of the Developer. Upon a termination of this LURA pursuant to the preceding sentence, the Authority and Developer will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective and the LURA Term will reinstate if at any time during the balance of the Ten Year Period, the Developer or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.

4. Use and Occupancy. For the entire LURA Term, all of the residential units in the Project (the "**Affordable Units**") shall be rented exclusively to Qualifying Tenants (as defined below) in accordance with Section 196.1978(1)(a), F.S., as amended from time to time, as follows: (a) not less than forty percent (40%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to sixty percent (60%) of AMI; (b) not less than thirty-five percent (35%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to eighty percent (80%) of AMI; and (c) the remaining twenty-five percent (25%) of the residential units shall be rented to Qualifying Tenants whose household income at occupancy is less than or equal to one hundred and twenty percent (120%) of AMI. "**Qualifying Tenants**" means those certain individuals or households whose household income at occupancy is less than or equal to one hundred and twenty percent (120%) of the area median gross income for the metropolitan statistical area ("MSA") or, if not within an MSA, within the county in which the person or family resides, whichever is greater, adjusted for family size ("AMI") in accordance with the applicable requirements of Section 420.0004, F.S. The Authority makes on representation regarding compliance with provisions of Section 196.1978(1)(a) including whether the Authority is a governmental or quasi-governmental jurisdiction for purposes thereof and has no obligation to take any action during the LURA Term to establish or confirm such status .

5. Compliance Monitoring Fee. During the LURA Term, the Developer shall pay to the Authority an annual compliance monitoring fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Compliance Monitoring Fee**"), payable on or before December 31 of each year. The Compliance Monitoring Fee shall remain fixed for the entire LURA Term and shall not be subject to any annual increase, escalation, or growth factor. The obligation to pay the Compliance Monitoring Fee shall cease upon the expiration [BMO Note: we eliminated this in several places because it is already part of the definition of the LURA Term] of the LURA Term. The Authority may contract the compliance monitoring responsibilities to a third party whose fees will be payable from the Compliance Monitoring Fee and, in such event, the Developer will comply with the requirements and procedures of such third party compliance monitor.

6. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the Property, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the Authority, and enforceable by the Authority, its successors and assigns, against Developer, its successors and assigns, to or of the property or any portion thereof or any interest therein, and any party in

possession or occupancy of said property or portion thereof, subject to the provisions of Section 3, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein (other than mortgage loans and loan documentation executed in connection therewith) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions or all of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project or the Project.

7. Violation of Agreement. If a material violation of any of the provisions hereof occurs and after written notice from the Authority to the Developer and is not cured within a reasonable period of time, the party to this LURA that is affected by the violation may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. A reasonable period of time to cure any default shall be fifteen (15) days (in the case of monetary defaults) or sixty (60) days (in the case of non-monetary defaults) from the date the Authority delivers notice to the Developer. The provisions hereof are imposed upon and made applicable to the Property and shall run with the Property and shall be enforceable against the lessee of the Property or any other person or entity that has or had an ownership interest in the Property or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof at any later time or times. Notwithstanding anything to the contrary contained herein, the Authority agrees that any cure of any default made or tendered by Developer's partners or members shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer. Notices shall be given as follows:

Authority:

Developer:

8. Modification of Agreement. The Authority and its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of Developer's fee simple interest in the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any Developer, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than Developer's fee simple interest in the Property. Any amendment or modification to this LURA must be in writing and signed by the Authority and Developer, or their successors and assigns.

9. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County,, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

10. Termination. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term prescribed herein. Upon passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with.

11. Indemnification of Authority Indemnified Parties. [BMO NOTE: This indemnity was added because before it was in the Lease but this is a stand alone contract so we had to add it]

For purposes of this Section 11, "Authority **Indemnified Party**" means the Authority, the Sponsoring Political Subdivisions, and each of their respective past, present, and future incorporators, directors, board members or commissioners, council members, governing members, trustees, commissioners, officers, elected or appointed officials, counsel, advisors, and agents and employees, together with their respective successors and assigns individually and collectively.

The Developer shall pay and shall protect, indemnify and hold harmless the Authority Indemnified Parties from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands and judgments of any nature (collectively referred to herein as the "Liabilities") in any manner relating to and/or arising from or in connection with the Authority entering into this LURA (including the approval and the administration thereof) for: (i) any injury to or death of any person or damage to the Land or the Project (collectively, the "Premises") in or upon the Premises or growing out of or connected with the use, nonuse, condition or occupancy of the Premises; (ii) violation or breach by the Developer of this LURA; (iii) a violation by the Developer of any contract, agreement or restriction relating to the Premises; (iv) any act, or failure to act, by the Developer or negligence of the Developer or any of its agents, contractors, servants, employees, or licensees; (v) any violation by the Developer of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Premises during the period in which the Developer is in possession or control of the Premises; (vi) a violation by the Developer of any law, ordinance, or regulation affecting the Premises or the ownership, occupancy or use thereof; (vii) any statement by the Developer or information provided by the Developer contained in this LURA and the proceedings relating, which is misleading, untrue or incorrect in any material respect, other than information furnished by the Authority; (viii) the financing, refinancing, renovation, expansion, design, construction,

equipping and/or furnishing of the Premises or the failure to renovate, expand, design, construct, equip and/or furnish the Premises; (ix) any proceeding concerning the validity or enforceability of the LURA; (x) to the extent not previously mentioned, any claims whatsoever asserting any of the foregoing, regardless of the lack of merit thereof; and (xi) the costs incurred in connection with any claims, investigations, governmental, or regulatory actions, proceedings or inquiries relating in any way to the LURA or the transactions contemplated hereby.

The Developer also agrees to indemnify, protect, defend, and hold harmless the Authority Indemnified Parties from and against the Liabilities (i) in any manner whatsoever arising from or relating to the LURA (including the approval and the administration thereof), or any errors or omissions in information provided to the Authority in connection with any legal proceedings or other official actions of the Authority pertaining to the LURA, (ii) in any manner whatsoever arising from or relating to any fraud or misrepresentations or omissions contained in information provided by the Developer to the Authority in connection with the proceedings of the Authority relating to the LURA, (iii) in any way arising from or relating to the execution or performance of the LURA by the Developer, and the Authority's approval under the Act, specifically including, but not limited to, the defense of the validity of the LURA; or (iv) any statement or information relating to the Developer, its business, or its properties furnished to the Authority that is untrue or incorrect in any material respect and any omission relating to the Developer, its business, or its properties from any statement or information which should be contained in it for the purpose for which it is to be used or which is necessary to make the information or statement not misleading in any material respect.

It is the intention of the parties hereto that the Authority Indemnified Parties shall not incur pecuniary liability or expense (specifically including, but not limited to, expenses incurred in defending any claim, action, lawsuit or administrative or other legal proceeding) by reason of, arising out of, or relating to the LURA (including the approval and the administration thereof) or: (i) the terms of the LURA, or (ii) by reason of, arising out of, or relating to the undertakings required of the Authority, and any of its officials, directors, commissioners, officers, agents and employees hereunder in connection with the execution of the LURA, the performance of any act required of the Authority, and any of its officials, directors, commissioners, officers, agents, attorneys and employees by the LURA or the performance of any act requested of the Authority, and any of its officials, officers, directors, commissioners, agents, attorneys and employees by the Developer or in any way arising from the transaction of which this LURA is a part or arising in any manner in connection with the Premises; nevertheless, if the Authority, the Sponsoring Political Subdivisions, or any of their officials, officers, directors, commissioners, agents, attorneys and employees should incur any such pecuniary liability, then in such event, the Developer shall indemnify and hold harmless the Authority, the Sponsoring Political Subdivisions, or any of their officials, officers, directors, commissioners, agents, attorneys and employees against all claims by or on behalf of any Person, arising out of the same, and all fees, costs, and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the Sponsoring Political

Subdivisions, or any of their officials, officers, directors, commissioners, agents or employees, the Developer shall defend such party, its officials, officers, directors, commissioners, agents or employees in any such action or proceeding.

Promptly after receipt by a Authority Indemnified Party under this Section of notice of the existence of a claim in respect of which indemnity hereunder may be sought or of the commencement of any action against the Authority Indemnified Party in respect of which indemnity hereunder may be sought, the Authority Indemnified Party shall notify the Developer in writing of the existence of such claim or commencement of such action (provided that a failure to so notify the Developer will not excuse the Developer from its obligations hereunder). In case any such action shall be brought against a Authority Indemnified Party under this Section, the Authority Indemnified Party shall notify the Developer of the commencement thereof and the Developer shall be entitled to participate in, and to assume the defense thereof, with counsel reasonably satisfactory to the Authority Indemnified Party, with full power to litigate, compromise, or settle the same; provided that the Authority Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement; provided, however, that if the Authority Indemnified Party shall have been advised by independent counsel selected by the Authority Indemnified Party that there may be legal defenses available to it which are adverse to or in conflict with those available to the Developer or other Authority Indemnified Parties which, in the opinion of such counsel, or if any such claim involves possible criminal charges, should be handled by separate counsel, the Developer shall not have the right to assume the defense of such action on behalf of the Authority Indemnified Party, but shall be responsible for the fees and expenses of the Authority Indemnified Party in conducting its defense; and provided, further, that if the Developer shall have failed to assume the defense of such action and shall have failed to employ counsel therefor reasonably satisfactory to the Authority Indemnified Party within a reasonable time after notice of commencement of such action, such fees and expenses incurred by the Authority Indemnified Party in conducting its own defense shall be borne by the Developer. The duty of the Developer to defend each Authority Indemnified Party under this Section shall commence from the time the claim is communicated to the Developer, and such duty shall exist and continue regardless of the merits of the claim, and shall survive the termination of any other provisions of this LURA.

In addition, the Developer agrees that if any party initiates any action, suit or other proceeding with respect to any claim, demand or request for relief, whether judicial, administrative or other legal proceeding, in which the Authority or any members of their board, their officers, attorneys, accountants, financial advisors or staff is named or joined as a party, the Developer will pay to and reimburse to the Authority the full amount of all fees and expenses incurred by the Authority with respect to the Authority's defense of or participation in such action, suit or other proceeding. All Authority Indemnified Parties shall be deemed third party beneficiaries hereof, with full right to enforce the provisions hereof in respect of such Authority Indemnified Party.

The provisions contained in this Section pertaining to indemnification of the Authority Indemnified Parties shall be in addition to any other indemnification provided to such Authority Indemnified Parties in any other agreement by the Developer in connection with the this LURA and all matters relating thereto.

Notwithstanding any other provision of this Section 11 to the contrary, the Developer's indemnification obligations under this Section 11 shall not extend to the Authority or any of its respective officers, members, directors, officials, employees, attorneys and agents to the extent of any Liabilities arising from the gross negligence or willful misconduct of the Authority or any of its respective officers, members, directors, officials, employees, attorneys and agents.

The Authority makes no warranty, either express or implied, as to the Premises or the condition thereof, or that the Premises will be suitable for the purposes or needs of the Developer. The Authority makes no representation or warranty, express or implied, that the Developer will have quiet and peaceful possession of the Premises. The Authority makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the Premises or its suitability for the purposes of the Developer.

Notwithstanding anything to the contrary contained herein or in the LURA, or in any other instrument or document executed by or on behalf of the Authority in connection herewith, (i) the Authority shall have no obligation to take action under this LURA or such other instruments or documents, unless the Authority is reasonably requested in writing by an appropriate person to take such action and is provided with indemnity and assurances satisfactory to it of payment of or reimbursement for any expenses (including attorneys' fees) in such action, (ii) neither the Authority nor any member of the Authority or any officer, agent relating to the Premises, or employee of the Authority shall be personally liable to the Developer or any other person for any action taken by the Authority or by its officers, agents relating to the Premises, or employees or for any failure to take action under this LURA, or such other instruments or documents, except that the Authority agrees to take, or to refrain from taking, any action if so required by an injunction or if required to comply with any final judgment for specific performance; and (iii) any judgment rendered against the Authority for breach of its obligations under this LURA or such other instruments or documents, shall be payable solely from the revenues derived in accordance with this LURA and no other personal liability, or charge payable directly or indirectly from the general funds of the Authority, shall arise therefrom.

Notwithstanding anything to the contrary contained herein, or in any other instrument or document executed by or on behalf of the Authority in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee or agent of the Authority, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Authority, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations,

covenants, agreements or obligations, nor shall any recourse be had for any claim based thereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly or through the Authority or any successor to the Authority, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

In the Authority accepting the provisions for the Developer to indemnify the Authority and other Authority Indemnified Parties from claims of third parties, and in the Developer agreeing to make such indemnities, as provided herein, the Authority (and all applicable Authority Indemnified Parties) intends to retain, and does not waive, the limits and scope of sovereign immunity enjoyed by the Authority (or any applicable Authority Indemnified Party) as provided pursuant to State law with respect to such claims, as well as all other immunities, defenses and privileges the Authority (or any applicable Authority Indemnified Party) may enjoy with respect to such claims under State or federal law. By the same token, it is intended that the Developer be able, and the Developer may assert, with respect to claims for which indemnity is provided by the Developer to the Authority, the Authority's sovereign immunity under State law with respect to such claims, as well as all other immunities, defenses and privileges the Authority may enjoy with respect to such claims as may be provided under State or federal law.

The provisions of this Section shall survive the termination of this LURA.

12. Filing. Upon execution and delivery by the parties hereto, the Developer shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Hillsborough County, and shall pay all fees and charges incurred in connection therewith.

13. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

14. Entire Agreement. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

15. Counterparts. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and Developer have caused this LURA to be executed on their behalf by their respective officers or agents herein duly authorized as of the day and year first written above.

CAPITAL TRUST AUTHORITY, a Florida
municipal corporation

By: _____

STATE OF FLORIDA

COUNTY OF []

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by [] of the [], a Florida [], on behalf of the corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped: _____

My Commission Expires: _____

Signed, sealed, and delivered in the presence of:

Witness 1 Signature

DEVELOPER:

Name printed or typed: _____

Bedford Lake Como, LLC, a Delaware limited liability company

Address: _____

Witness 2 Signature

By: _____
[]

Name printed or typed: _____

Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by _____, as _____ of _____, a _____ limited liability company as the manager of _____, LLC, a _____ limited liability company, who is personally known to me ☐ or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed, or stamped: _____

My Commission Expires: _____

Exhibit "A"

**Land Use Restriction Agreement
LEGAL DESCRIPTION**

Capital Trust Authority

10/22/2026

Capital Trust Authority, Board of Directors

From: Denis A. McKinnon, III

CTA Pipeline Report

The purpose of this report is to provide you with information concerning projects that have either 1) sent applications to CTA that have not yet come to the Board for Inducement, 2) have been Induced and not yet been brought to the Board for final action, or 3) are brief reminders of projects before the Board.

Helm's Bay Landing

Inducement Date	10/3/2024
Inducement Amount	\$55,000,000
Project Type	Affordable Housing
Location	Lee County, FL
General Overview	CTA has applied to the Florida Division of Bond Finance for an allocation of Private Activity Bonds to finance this project.

The Waters at North Port

Inducement Date	10/29/2024
Inducement Amount	\$75,000,000
Project Type	Workforce Housing
Location	North Port, FL
General Overview	Atlantic Housing Foundation is seeking financing for the acquisition and construction of workforce housing in North Port, FL. This project has been restructured to have multiple series of bonds. The Senior bonds will be rated by Moody's. The City of North Port has provided new TEFRA. The project is slated to close in September.

U.S. Performance Center, Military World Games 2027

Inducement Date	11/20/2025
Inducement Amount	\$50,000,000
Project Type	Sport Facility Improvements
Location	Charlotte, NC
General Overview	USPC is performing facility improvements ahead of the 2027 Military World Games, which will be held at the USPC in Charlotte, NC. New sponsorship commitments have been obtained. The project closed and will be removed from the report going forward.

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Upward Communities

Inducement Date	TBD
Inducement Amount	\$750,000,000
Project Type	Essential Workforce Housing
Location	Statewide
General Overview	Upward is working with Counties across the State to construct workforce housing to be utilized by employees of each County. The Counties are guaranteeing the debt. Each project is expected to be between \$70-\$100mm. CTA and the Borrower would seek a validation specifically for these projects.

LeJeune Gardens CDD at Miami Freedom Park

Inducement Date	4/30/2026
Inducement Amount	\$255,000,000
Project Type	Community Development District
Location	Miami, FL
General Overview	The LeJeune Gardens Community Development District (CDD) at Miami Freedom Park has engaged CTA to issue bonds to finance the development of the LeJeune Gardens CDD public infrastructure as part of Phase I of its development. The bonds will be used for, but not limited to, the implementation of stormwater facilities, roads...

Aura at Silver Lake

Inducement Date	5/28/2026
Inducement Amount	\$50,000,000
Project Type	Affordable Housing
Location	Leesburg, FL
General Overview	Aura at Silver Lake has engaged CTA to issue tax-exempt Private Activity Bonds to finance the construction of affordable housing in the Leesburg community.

Park at Lake Como

Inducement Date	5/28/2026
Inducement Amount	\$80,000,000
Project Type	Affordable Housing
Location	Tampa, FL
General Overview	The rising interest rate environment has caused the Borrower to back out of this transaction. However, a new borrower has decided to purchase the property and implement a Land Use Restriction Agreement with CTA; the goal of which is to eventually issue CTA Bonds.

Capital Trust Authority

Embraer Jet Services

Inducement Date	6/18/2026
Inducement Amount	\$80,000,000
Project Type	Maintenance, Repair, and Overhaul Hangar
Location	Melbourne, FL
General Overview	Embraer has submitted an application to the CTA to finance the construction of a maintenance, repair, and overhaul hangar to be located in Melbourne, FL.

MUNificent Foundation

Inducement Date	6/18/2026
Inducement Amount	\$210,000,000
Project Type	Behavioral Health System
Location	St. Lucie and Broward Counties
General Overview	The Borrower has submitted an application to CTA to own, operate, and acquire 6 rehabilitation and detox locations in Florida.

A2Z Builders Depot

Inducement Date	6/18/2026
Inducement Amount	\$6,000,000
Project Type	Metal Fabricator
Location	Winter Haven, FL
General Overview	A2Z has submitted an application to refinance the acquisition of a property to relocate their operations to Winter Haven, FL. The Bond proceeds will be used to finance the acquisition and renovation of the site.

AcadeMir High School West

Inducement Date	8/3/2026
Inducement Amount	\$55,000,000
Project Type	Charter School
Location	Miami, FL
General Overview	AcadeMir has submitted an application to issue nte \$55mm of educational facilities revenue bonds. This project is expected to close by year end.

Capital Trust Authority

Southern Winds Hospital

Inducement Date	8/3/2026
Inducement Amount	\$155,000,000
Project Type	Behavioral Health Hospital
Location	Hialeah, FL
General Overview	Southern Winds is a behavioral health hospital that has submitted an application for CTA bonds to acquire the facilities located in Hialeah. The project was successfully priced this week and a closing is set for November.

San Jose Schools

Inducement Date	8/3/2026
Inducement Amount	\$55,000,000
Project Type	Charter School System
Location	Jacksonville, FL
General Overview	San Jose Schools is a system of charter schools previously having issued bonds through a separate Florida issuer. The project went to a single investor, Blackrock. The school is in a work out situation and divesting some of the assets from the previous issuance and has submitted an application to CTA.

Bedford City Park

Inducement Date	8/20/2026
Inducement Amount	\$85,000,000
Project Type	Workforce Housing
Location	Clearwater, FL
General Overview	POST Real Estate Group has submitted an application to finance the acquisition of market rate rental property in Clearwater to convert to workforce housing.

Bedford Debra & Bedford Burano

Inducement Date	8/20/2026
Inducement Amount	\$315,000,000
Project Type	Workforce Housing
Location	Orlando, FL
General Overview	POST Real Estate Group has submitted an application to finance the acquisition of market rate rental property in Orlando, FL to convert to workforce housing.