

***Metropica
Community Development District***

June 1, 2026

Metropica

Community Development District

Agenda

Seat 3: Bernard Werner – (C.)	
Seat 1: Joseph Kavana – (V.C.)	
Seat 2: Michel Besso – (A.S.)	
Seat 4: Erick Collazo – (A.S.)	
Seat 5: Diana Cordon– (A.S.)	

Monday
June 1, 2026
11:00 a.m.

The Offices of Metropica
1800 NW 136th Ave, Sunrise, Florida
[Join the meeting now](#)

Meeting ID: 233 345 766 817 and Passcode: yE6EZ9eH
1 872-240-4685 and Phone Conference ID: 924 970 363#

1. Roll Call
2. Approval of Minutes of the April 6, 2026 Meeting – **Page 4**
3. Consideration of:
 - A. **Resolution# 2026-05** Approving the Proposed Fiscal Year 2027 Budget and Re-Setting the Public Hearing – **Page 10**
 - B. **Resolution# 2026-06** Authorizing Implementation of Capital Improvement Plan – **Page 16**
 - C. FMSbonds, Inc. Agreement for Underwriter Services and Rule G-17 Disclosure Letter for Special Assessment Bonds, Series 2026 – **Page 18**
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4. Ratification of Assignment and Assumption Agreements
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 - B. Engineer
 - C. **Manager – Number of Registered Voters in the District – 157 – Page 83**
7. Financial Reports
 - A. Approval of Funding Request **#23 – Page 84**
 - B. Approval of Unaudited Financials – **Page 85**

8. Supervisors Requests and Audience Comments

9. Adjournment

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

**MINUTES OF MEETING
METROPICA
COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Metropica Community Development District was held Monday, April 6, 2026, at 11:00 a.m. at the Offices of Metropica, 1800 NW 136th Ave., Sunrise, Florida.

Present and constituting a quorum:

Bernie Werner
Joseph Kavana
Erick Collazo
Diana Cordon
Michel Besso

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Juliana Duque
Ginger Wald

District Manager
District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Ms. Duque called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
March 25, 2026 Meeting**

Ms. Duque: In your agenda package are the minutes of the March 25, 2026, special meeting. At this moment, I would request any additions, corrections or deletions. If there is none, a motion to approve them will take place.

On MOTION by Mr. Werner seconded Mr. Kavana with all in favor, the Minutes of the March 25, 2026 Meeting were approved.

THIRD ORDER OF BUSINESS

**Consideration of Resolution
#2026-04 Approving the**

**Proposed Fiscal Year 2027
Budget and Setting the Public
Hearing**

Ms. Duque: Consideration of Resolution No. 2026-04, approving the proposed Fiscal Year 2027 Budget and setting the public hearing. This proposed budget represents the preliminary step required to transmit the budget in accordance with Chapter 190, Florida Statutes. The proposed budget totals \$107,843, which is flat compared to the current fiscal year. There are no changes, and it continues to fund only the District's administrative expenses. At this stage, the Board is not levying assessments; the purpose is to approve the proposed budget for discussion and to establish the date, time, and location of the final public hearing. Unless there are any questions, I will note that the District is required to adopt a proposed operations and maintenance budget each year prior to June 15 and transmit it to the Clerk of the Miami-Dade County Board of County Commissioners. The District must then hold a public hearing at least 60 days after transmittal to receive public comment. Given this timeline, the June 1 meeting does not allow sufficient notice. The following meeting, scheduled for July 6, would satisfy the statutory requirement and is proposed as the date for the final public hearing and budget adoption. Is the Board comfortable with setting the public hearing for July 6?

Mr. Werner: Yes.

Ms. Duque: At this moment, I need a motion from the Board to consider Resolution #2026-04 Approving the Proposed Fiscal Year 2027 Budget and also setting the public hearing at the same time and location on July 6th.

On MOTION by Mr. Werner seconded by Mr. Kavana with all in favor, Resolution #2026-04 Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing on July 6, 2026 at 11:00 a.m. at the Offices of Metropica, 1800 NW 136th Avenue, Sunrise, Florida was approved.

FOURTH ORDER OF BUSINESS

**Ratification of Interlocal
Agreement for Uniform
Collection Non-Ad Valorem
Special Assessments**

Ms. Duque: The next item is the ratification of the Interlocal Agreement for Uniform Collection of Non-Ad Valorem Special Assessments. This agreement allows the District when it is ready to place the Non-Ad Valorem Assessments on the county tax bill and to memorialize the District's obligations to reimburse tax collection for the collection costs and certify the assessment rolls each year. A motion to ratify will take place.

On MOTION by Mr. Werner seconded by Mr. Kavana with all in favor, Ratification of Interlocal Agreement for Uniform Collection Non-Ad Valorem Special Assessments was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Wald: As you had in your last meeting you went ahead and approved the Supplemental Engineer's Report, the other Supplemental Assessment Methodology Report and also proceeded forward with the resolution for the BAN and the bonds. Previously back in the resolution for 2025 you had approved in substantial final form what we call the Ancillary documents. That included the Assignment and Acquisition Agreement, Completion Agreement, Collateral Assignment Agreement, Declaration of Consent, Lien of Record, True-Up Agreement and the Assignment and Assumption Agreement. Because you know are having more than just one bond, you are going to have the bond, and you are going to have the BAN we need to revise these agreements because they have to be separated out. All of these agreements and documents were geared towards just one bond. Now we have to specify and delineate one being for BAN and one for the bond. Some of them we can combine together in the same agreement which we started working on them, but we had to have the information from the last meeting, and it was too short of time to get them separated. The True-Up Agreement for Assessment Area One you will have it specified for the BAN. If everything is complete and we are told by the underwriter it is not necessary for the True-Up Agreement for the bond because everything is complete then we will not need that but just in case we will go ahead and prepare that in the event. The Lien of Record there will be two of them.

One of them is going to be for the BAN and one of them is going to be for the bond because they are over different areas. That gets recorded in the public records. The Assignment and Acquisition agreement started working on this one. It is 100 pages so we may separate this one out, but it is basically the acquisition of the improvements and the assignment of rights too. We have one for the bond because those are completed improvements and then one for the BAN to proceed on as to the construction thereof and anything that was already completed to have that as the acquisition. The next document is the Collateral Assignment and Assumption of development rights relating to the project. Again we are going to try and do it in one and if for some reason it can't be done in one we will have two. This one maybe two anyway because we are taking on the assignment and assumption of the contracts that were already provided which of course were under the BAN and the remainder is under the bond. The Completion Agreement again this is necessary specifically for making sure that each one of the project the one under the BAN and the one under the bond is complete. So as to the bond if everything is completed and we have that completion certificate then we will fine. We would not need that necessarily for the bond but just in case that is not completed and we have the certificate we will have this in place for the bond. It is necessary for the BAN because it is that requirement that if funds are depleted then the completion is still required by the developer. Declaration of Consent to Jurisdiction there is going to be two of these. That is made by the developer saying yes we are agreeing to the BAN being issued and the bond being issued and the property stating they are under.

Mr. Werner: You are saying there will be two of them, when will we be approving them?

Ms. Wald: You are going to approve these right now. That is why I am going through them. You already approved them for the bond when it was originally done, and it has been changed. Because we are splitting it out what we are attempting to do is not have to have another meeting in-between to get these completed. If for some reason something substantially changes during that time period which I doubt it is just going to be as the Chair you are going to go ahead and execute them after they have been reviewed by everybody. It is the same documents just being split up for the two different issuances.

Mr. Besso: Excuse me can we be off the record for a minute?

Ms. Duque: We will take a brief recess. We are now back on the record for the Metropica meeting. Ginger, please continue.

Ms. Wald: The last one is basically going to be the same, but it is going to be updated as well is the Collateral Assignment and Assumption of the Development Rights. This again is what we talked about before. One is already completed. Not really worried about that but for the BAN because the District is taking on the assignment and assumption of those contracts then this has to be in place to have those developmental rights. As to all of these Ancillary Documents now that I have gone through them and as I said before they are basically almost exactly the same format that you saw before they are now just being split so you will see if it is one document, additional paragraphs one relating the BAN and one relating to the bond and those numbers. That is really the only differences among these documents that you have already previously approved back on November 4th. What we would request now that I have gone through them in detail based upon what you have already approved previously is to go ahead and approve as I have stated all of these Ancillary Documents in substantial final form.

On MOTION by Mr. Werner seconded by Mr. Kavana with all in favor, a motion approving the Ancillary Documents in substantially final form was approved.

Ms. Duque: Thank you Ginger.

Mr. Collazo: Point of clarification on the assumption issues. Diana and I worked last week, and we posted I believe all the contracts were being assumed by the CDD into the drop box. The contracts that were closed we will not use those vendors anymore will be part of the reimbursement not part of the BAN so we divided all contracts that are closed that will be reimbursed versus all of the contracts that are open, civil engineer, landscape engineer, thee is multiple consultants that will continue we are going to assign that to the BAN and the CDD will do that work. We worked on that last week with Ginger.

Ms. Wald: I haven't had a chance to look at it.

Ms. Duque: Ok, thank you Erick. Do you have anything else for the attorney?
Ginger?

RESOLUTION 2026-05

A RESOLUTION OF THE METROPICA COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR **2027 AND **RE-SETTING** A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE METROPICA COMMUNITY DEVELOPMENT DISTRICT:

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

Date: _____
Hour: _____
Place: _____

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

Adopted this day of 2026

Chairman/Vice Chairman

Secretary/Assistant Secretary

Metropica
Community Development District

Proposed Budget
FY 2026



Table of Contents

1 General Fund

2-3 Narratives

Metropica
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2025	Proposed Budget FY 2026
<u>REVENUES:</u>		
Developer Contributions/ Special Assessments	\$ 107,843	\$107,843
TOTAL REVENUES	\$107,843	\$107,843
<u>EXPENDITURES:</u>		
<u>Administrative</u>		
Supervisor Fees	\$12,000	\$12,000
FICA Taxes	918	918
Engineering	10,000	10,000
Attorney	12,000	12,000
Annual Audit	5,000	5,000
Assessment Administration	5,000	5,000
Arbitrage Rebate	550	550
Dissemination Agent	5,000	5,000
Trustee Fees	5,000	5,000
Management Fees	37,000	37,000
Information Technology	-	-
Website Maintenance	1,500	1,500
Telephone	200	200
Postage & Delivery	750	750
Insurance General Liability	6,500	6,500
Printing & Binding	1,000	1,000
Legal Advertising	2,000	2,000
Other Current Charges	750	750
Office Supplies	-	-
Dues, Licenses & Subscriptions	175	175
Contingency	2,500	2,500
TOTAL EXPENDITURES	\$107,843	\$107,843
EXCESS REVENUES (EXPENDITURES)	\$-	\$-

Metropica
Community Development District
Budget Narrative
Fiscal Year 2026

REVENUES

Special Assessments-Tax Roll

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Interest

The District earns interest on the monthly average collected balance for each of their investment accounts.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 6 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

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

Attorney

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

Annual Audit

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

Assessment Roll Administration

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

Dissemination Agent

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

Trustee Fees

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

Management Fees

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

Metropica
Community Development District
Budget Narrative
Fiscal Year 2026

Expenditures - Administrative (continued)

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Website Maintenance

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

Telephone

Conference calls for the CDD.

Postage and Delivery

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

Insurance General Liability

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

Printing and Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Due, Licenses & Subscriptions

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

Contingencies

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

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE METROPICA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE IMPLEMENTATION OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN, INCLUDING THE CONVEYANCE AND/OR ACQUISITION OF REAL AND PERSONAL PROPERTY, EXECUTION OF PLATS, TRANSFER OF PERMITS, EXECUTION OF CONTRACTS AND CHANGE ORDERS, PAYMENT OF REQUISITIONS, AND OTHER ACTIONS AS DESCRIBED HEREIN; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), transportation improvements, offsite improvements, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted an Engineer’s Report dated January 6, 2025, as supplemented by that First Supplemental Engineer’s Report, dated March 25, 2026, revised April 4, 2025, by Thomas Engineering Group (collectively, “**Engineer’s Report**”), which sets forth the scope of the District’s capital improvement plan for Assessment Area One (“**CIP**”); and

WHEREAS, in connection with the implementation of the CIP as described in the Engineer’s Report, the District may, from time to time, (i) obtain, execute and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of CIP improvements, (ii) accept, acquire, convey, dedicate and fund certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of CIP improvements, work product and land; (iii) contract for, and/or accept an assignment of contracts for, and/or execute change orders in connection with, site work and other contracts for the construction, installation, operation, maintenance, repair and/or replacement of CIP improvements; (iv) pay requisitions to fund the cost associated with the acquisition and/or construction of CIP improvements; and (v) otherwise take actions necessary to implement the CIP ((i) through (v) together, “**CIP Documents**”); and

WHEREAS, to facilitate the efficient development of the CIP, the District desires to authorize the Chairperson, Vice Chairperson and other officers in their absence, to approve and execute any CIP Documents, subject to the parameters set forth herein; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the CIP may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE METROPICA COMMUNITY DEVELOPMENT DISTRICT:

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR CIP DOCUMENTS. The Chairperson and Vice Chairperson of the District’s Board of Supervisors are hereby authorized to sign, accept and/or execute CIP Documents as defined above. Any exercise of authority granted hereunder is subject to: (i) review and approval of the District Engineer and District Manager, in consultation with District Counsel, (ii) confirmation from the District Engineer that the action is consistent with the CIP as set forth in the Engineer’s Report, and (iii) confirmation from the District Engineer and District Manager that such action is reasonably necessary to timely implement the CIP. The District Manager shall make reasonable efforts to bring any CIP Documents back to the District’s Board of Supervisors for ratification at the next scheduled Board meeting, but the failure to do so shall not invalidate any exercise of authority granted hereunder.

The Secretary of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute any such CIP Documents in the Chairperson’s or Vice Chairperson’s absence. The Chairperson, Vice Chairperson, Secretary, and Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to counter-sign such CIP Documents. District Staff are also authorized to take such actions as are necessary to affect the transactions contemplated under any executed CIP Documents.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of CIP Documents.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**METROPICA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

March 20, 2026

Metropica Community Development District
c/o Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Mr. Richard Hans

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Hans:

Thank you for the opportunity to work with the Metropica Community Development District (the “Issuer”) regarding the underwriting of the Issuer’s Special Assessment Bonds, Series 2026 and future series of bonds (the “Bonds”). The Issuer and FMSbonds, Inc. (“FMS”), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS’s role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the “Notice”). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: _____

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

METROPICA COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. **Underwriter Fee (“Underwriting Fee”)**. FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. **Price and Interest Rates:** The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. **Bond Purchase Agreement.** The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. **Costs of Issuance.** The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. **Assumptions.** The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____

Name: Jon Kessler

Title: Executive Director

A handwritten signature in black ink, appearing to read 'Jon Kessler', is written over a horizontal line. The signature is stylized and somewhat cursive.

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

March 20, 2026

Metropica Community Development District
c/o Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attn: Mr. Richard Hans

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Hans:

Thank you for the opportunity to work with the Metropica Development District (the “Issuer”) regarding the underwriting of the Issuer’s Special Assessment Bond Anticipation Notes, Series 2026 (the “Notes”). The Issuer and FMSbonds, Inc. (“FMS”), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS’s role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the “Notice”). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: _____

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

METROPICA COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Notes;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Notes to investors.

Section 2 **Terms and Conditions:**

1. **Underwriter Fee (“Underwriting Fee”)**. FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Notes issued. The Underwriting Fee shall be due and payable only upon the closing of the Notes. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. **Price and Interest Rates:** The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. **Bond Purchase Agreement.** The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Notes for this type of transaction.
4. **Costs of Issuance.** The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. **Assumptions.** The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment Notes similar to the Notes and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Notes will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Notes.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSBonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the Notes relating to this financing (herein, the “Notes”). As part of our services as Underwriter, FMSBonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Notes. Any such advice, if given, will be provided by FMSBonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Notes in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Notes from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Notes with purchases at prices that are fair and reasonable.
- The Notes may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSBonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSBonds, Inc. would not be derived from the proceeds of the Notes or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Notes. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

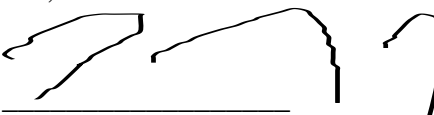
If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Notes, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Ryan Incorporated Southern)**

This Partial Assignment and Assumption Agreement (the "Partial Assignment") is made and entered into this 4th day of May, 2026 (the "Effective Date"), by and between:

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

METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323, its successors successors-in-title, and assigns (the "Developer").

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of that certain Agreement between Developer and Ryan Incorporated Southern, a Florida corporation ("Contractor") dated August 25, 2025, as revised by Change Order 1, dated December 18, 2025, and further revised by Change Order 2, dated February 12, 2026 for Metropica Tract A Infrastructure, for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the Assignment and Acquisition Agreement between the District and the Developer dated _____ (the "Acquisition Agreement") and in the Engineer's Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the partially assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing Assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the assigned Contract Rights that accrue

or arise on or after the Effective Date for the Assessment Area One – Master Infrastructure Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Metropica Community Development District Bond Anticipation Notes, Series 2026 (Assessment Area One – Master Infrastructure Project) (the “Series 2026 Notes”), for those amounts paid by Developer to Contractor for or on behalf of the District’s Assessment Area One – Master Infrastructure Project (the “Project”) pursuant to the Contract Rights hereby assigned to the District. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the District’s Assessment Area One – Master Infrastructure Project, which are also in that Completion Agreement (Series 2026 Notes), dated _____ by and between the District and Developer (the “Completion Agreement”) and from any assigned Contract Rights that arose before the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, as set forth in the Engineer’s Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, as more specifically described and set forth in **Exhibit A**.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Partial Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as **Exhibit B** and approved by District Counsel shall be executed by the Consultant and consent of the surety in substantially the same form as attached hereto as **Exhibit C**.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

8. By executing the consent to this Assignment, Contractor agrees to furnish Payment and Performance Bonds, by appropriate rider, naming the District, on a form reasonably acceptable to such parties.

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

METROPICA COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Juan Flores

By:

Bernard Werner

Bernard Werner, Chairman
Board of Supervisors

Print name: Juan Flores

Address: 1800 NW 136th Ave
SUNNYSIDE, FL 33323

Diana Cordon

Attest:

Juliana Duque, Assistant Secretary

Print name: Diana Cordon

Address: 7430 N OAKMONT DR
MIAMI, FL 33015

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Bernard Werner, as Chairman of the Board of Supervisors of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced

FL DL as identification

[SEAL]



Carla P Ghipsmann

Notary Public
Commission Expires: 7/11/27

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by Juliana Duque, as Assistant Secretary of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

METROPICA SERIES C VENTURE, LLC. a Delaware limited liability company

Witnesses:



Print name: Diana Cordon

Address: 7430 N Oakmont Dr.
Miami, FL 33015



Print name: Joann Flores

Address: 1800 NW 136th Ave
Sunrise, FL 33323

By: 

Joseph Kavana, Manager

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Joseph Kavana, as Manager of **METROPICA SERIES C VENTURE, LLC.** a Delaware limited liability company. He is personally known to me or has produced FL DL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.




Notary Public
Commission

Exhibit A – Contract Rights

Those portions of that certain contract by and between METROPICA SERIES C VENTURE, LLC, a Delaware limited liability partnership and Ryan Incorporated Southern, a Florida corporation (“Contractor”) for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”), as more fully described in the Engineer’s Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the “Engineer”), as may be further amended or supplemented from time to time (collectively, the “Engineer’s Report”), as follows:

Construction Agreement between Developer and and Ryan Incorporated Southern, a Florida corporation (“Contractor”) dated August 25, 2025, as revised by Change Order 1, dated December 18, 2025, and further revised by Change Order 2, dated February 12, 2026 for Metropica Tract A Infrastructure, for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

This contract above shall be partially assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer’s Report.

Exhibit B - Third Party Consent

Assigned Contract Rights:

Construction Agreement between Developer and and Ryan Incorporated Southern, a Florida corporation (“Contractor”) dated August 25, 2025, as revised by Change Order 1, dated December 18, 2025, and further revised by Change Order 2, dated February 12, 2026 for Metropica Tract A Infrastructure, for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

The undersigned, party to the above-described contract, hereby consents to the assignment of such assigned Contract Rights as set forth in the preceding Exhibit A by Developer to Metropica Community Development District (the “District”), to the District’s assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District’s Assessment Area One – Master Infrastructure Project (the “Project”), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining solely to the District Project only.

The Contractor further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

I. **Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

II. **E-Verify**. Contractor, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that

a contractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its contract with the contractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies.** Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Contractor further certifies that:

A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

The person executing this consent on behalf of its company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this consent on behalf of their respective company, corporation or other entity.

Ryan Southern Incorporated, a Florida corporation

By: Paul Knight
Name: Paul Knight
Title: Vice President

Date: May 4th, 2026

Exhibit C - Surety Consent

Project: **Metropica Tract A Infrastructure**

Contracts:

Assignment of Construction Agreement between Metropica Seres C Venture, LLC (the "Developer") and Ryan Incorporated Southern, dated August 25, 2025 for Metropica Tract A Infrastructure

Obligor: _____

The undersigned hereby consents to the above-described contract and hereby agrees to the assignment of such Contract Rights as set forth in the preceding **Exhibit A** by Metropica Community Development District. The undersigned further agrees that its Performance Bond and Payment Bonds, together with any riders attached thereto, issued in connection with the above-described Construction Agreement shall remain in full force and effect. The undersigned recognizes Metropica Community Development District as the "Owner" and co-obligee under the bonds in substitution of Developer with respect to the Contract Rights.

By: _____

Name: _____

Title: _____

Date: _____, 2026

**Attach Power-of-Attorney or other
evidence of due authorization**

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Tierra Consulting Group)

This Assignment and Assumption Agreement (the "Assignment") is made and entered into this 6th day of May, 2026 (the "Effective Date"), by and between:

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

METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323, its successors successors-in-title, and assigns (the "Developer").

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of that certain Professional Services Agreement between Developer and Tierra Consulting Group, LLC, a Florida limited liability company ("Consultant") for professional well monitoring laboratory services, dated October 22, 2025 and accepted October 23, 2025 and permitting specialist updating contamination data and modification of permit, dated November 19, 2025 and accepted on November 20, 2025, for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the Assignment and Acquisition Agreement between the District and the Developer dated _____ (the "Acquisition Agreement") and in the Engineer's Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing Assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes

and agrees to perform all obligations of the Developer under the assigned Contract Rights that accrue or arise on or after the Effective Date for the Assessment Area One – Master Infrastructure Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Metropica Community Development District Bond Anticipation Notes, Series 2026 (Assessment Area One – Master Infrastructure Project) (the “Series 2026 Notes”), for those amounts paid by Developer to Contractor for or on behalf of the District’s Assessment Area One – Master Infrastructure Project (the “Project”) pursuant to the Contract Rights hereby assigned to the District. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the District’s Assessment Area One – Master Infrastructure Project, which are also in that Completion Agreement (Series 2026 Notes), dated _____ by and between the District and Developer (the “Completion Agreement”) and from any assigned Contract Rights that arose before the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, Assessment Area One – Master Infrastructure Project, as set forth in the Engineer’s Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, as more specifically described and set forth in **Exhibit A**.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as **Exhibit B** and approved by District Counsel shall be executed by the Consultant.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

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

METROPICA COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Joann Flores

By:

[Signature]

Print name: Joann Flores

Bernard Werner, Chairman
Board of Supervisors

Address: 1800 NW 136th Ave
SUNTIDE, FL 33233

[Signature]

Attest:

Juliana Duque, Assistant Secretary

Print name: Diana Corlon

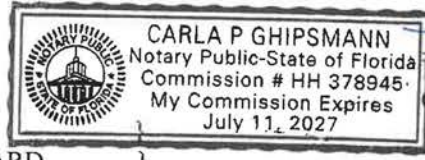
Address: 7430 NOAKMONT DR
MIAMI, FL 33015

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Bernard Werner, as Chairman of the Board of Supervisors of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced FL DL as identification.

[SEAL]



[Signature]
Notary Public
Commission Expires: 7/11/27

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Juliana Duque, as Assistant Secretary of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company

Witnesses:

[Signature]

Print name: Diana Cordon

Address: 7430 N OAKmont Dr.
Miami, FL 33015,

[Signature]

Print name: Joann Flores

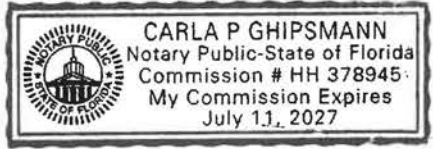
Address: 1800 NW 136th Ave
SUNRISE, FL 33323

By: [Signature]
Joseph Kavana, Manager

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Joseph Kavana, as Manager of **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company. He is personally known to me or has produced FL DL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.



[Signature]
Notary Public
Commission:

Composite Exhibit A – Contract Rights

Those portions of that certain contract by and between METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company and Tierra Consulting Group, LLC, a Florida limited liability company, within the scope of the District's Assessment Area One – Master Infrastructure Project, as more fully described in the Engineer's Report, , dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), as follows:

Agreement between Developer and Tierra Consulting Group, LLC, a Florida limited liability company ("Consultant") for professional well monitoring laboratory services, dated October 22, 2025 and accepted October 23, 2025 and permitting specialist updating contamination data and modification of permit, dated November 19, 2025 and accepted on November 20, 2025 for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project").

This contract above shall be assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer's Report.

Exhibit B - Third Party Consent and Amendment

Assigned Contract Rights:

Agreement between Developer and Tierra Consulting Group, LLC, a Florida limited liability company (“Consultant”) for professional well monitoring laboratory services, dated October 22, 2025 and accepted October 23, 2025 and permitting specialist updating contamination data and modification of permit, dated November 19, 2025 and accepted on November 20, 2025 for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

The undersigned, party to the above-described contract, hereby consents to the assignment of such assigned Contract Rights as set forth in the preceding **Exhibit A** by Developer to Metropica Community Development District (the “District”), to the District’s assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District’s Assessment Area One – Master Infrastructure Project (the “Project”), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining solely to the District Project only.

The Consultant further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

- I. **Public Records.**
 - A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public

records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

II. **E-Verify.** Consultant, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Consultant has knowingly hired, recruited, or referred

an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Consultant performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its contract with the contractor. Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies.** Consultant hereby certifies that as of the date below Consultant is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Consultant further certifies that:

A. Consultant is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Consultant was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Consultant does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.

2. Consultant does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Consultant is not engaged in business operations in Cuba or Syria.

Consultant understands that this Agreement may be terminated at the option of the District if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. Convicted Vendor List. Consultant hereby certifies that neither Consultant nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. Anti-Human Trafficking Affidavit. Consultant shall provide the District with an affidavit executed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

The person executing this consent on behalf of their company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this Third-Party Consent and Amendment to Agreement, on behalf of their respective company, corporation or other entity.

Tierra Consulting Group, LLC, a Florida limited liability company

By: Jean M Mazza
Name: Jean M Mazza
Title: Director of Business Support

Date: 30 April, 2026

Metropica Series C Venture, a Delaware limited liability corporation

By: [Signature]
Name: _____
Title: _____

Date: May 6th, 2026

Agreed to by the METROPICA
COMMUNITY DEVELOPMENT
DISTRICT

Print Name: _____
District Manager

Date: _____, 2026

ASSIGNMENT AND ASSUMPTION AGREEMENT
(KV Group Associates)

This Assignment and Assumption Agreement (the "Assignment") is made and entered into this 3rd day of May , 2026 (the "Effective Date"), by and between:

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

METROPICA HOLDINGS, LLC, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323, their successors successors-in-title, and assigns (collectively the "Developer").

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of that certain Consulting Agreement between Developer and KV Group Associates Inc., a Florida corporation ("Consultant") for consulting services, project management and construction coordination for relocation of certain facilities for Metropica, dated September 29, 2025 for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the Assignment and Acquisition Agreement between the District and the Developer dated _____ (the "Acquisition Agreement") and in the Engineer's Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing Assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes

and agrees to perform all obligations of the Developer under the assigned Contract Rights that accrue or arise on or after the Effective Date for the Assessment Area One – Master Infrastructure Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Metropica Community Development District Bond Anticipation Notes, Series 2026 (Assessment Area One – Master Infrastructure Project) (the “Series 2026 Notes”), for those amounts paid by Developer to Contractor for or on behalf of the District’s Assessment Area One – Master Infrastructure Project (the “Project”) pursuant to the Contract Rights hereby assigned to the District. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the District’s Assessment Area One – Master Infrastructure Project, which are also in that Completion Agreement (Series 2026 Notes), dated _____ by and between the District and Developer (the “Completion Agreement”) and from any assigned Contract Rights that arose before the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, Assessment Area One – Master Infrastructure Project, as set forth in the Engineer’s Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, as more specifically described and set forth in **Exhibit A**.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as **Exhibit B** and approved by District Counsel shall be executed by the Consultant.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

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

METROPICA COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Joanna Torres
Print name: Joanna Torres

By:

[Signature]
Bernard Werner, Chairman
Board of Supervisors

Address: 1800 NW 176th Ave
SUNRISE, FL 33323

[Signature]
Print name: Diana Cordon

Attest:

Juliana Duque, Assistant Secretary

Address: 7430 N Oakmont Dr
Miami, FL 33015

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Bernard Werner, as Chairman of the Board of Supervisors of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced as identification.

[SEAL]



[Signature]
Notary Public
Commission Expires: 7/11/27

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Juliana Duque, as Assistant Secretary of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

METROPICA HOLDINGS, LLC, a Delaware limited liability company

Witnesses:

[Signature]

Print name: Diana Cordon

Address: 7430 W Oakmont Dr
Miami, FL 33015

[Signature]

Print name: Joann Flores

Address: 1800 NW 136th Ave
Gunnville, FL 33323

By: [Signature]
Joseph Kavana, Manager

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Joseph Kavana, as Manager of **METROPICA HOLDINGS, LLC**, a Delaware limited liability company. He is personally known to me or has produced FL DL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.



[Signature]
Notary Public
Commission:

Composite Exhibit A – Contract Rights

Those portions of that certain contract by and between METROPICA HOLDINGS, LLC, a Delaware limited liability company and KV Group Associates, Inc company, within the scope of the District's Assessment Area One – Master Infrastructure Project, as more fully described in the Engineer's Report, , dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), as follows:

Professional Services Agreement between Developer and KV Group Associates, Inc.,(Consultant), for dry utility coordination dated 10/09/2025, for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project").

This contract above shall be assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer's Report.

Exhibit B - Third Party Consent and Amendment

Assigned Contract Rights:

Professional Services Agreement between Developer and KV Group Associates, Inc.,(Consultant), for dry utility coordination dated 10/09/2025 for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project").

The undersigned, party to the above-described contract, hereby consents to the assignment of such assigned Contract Rights as set forth in the preceding Exhibit A by Developer to Metropica Community Development District (the "District"), to the District's assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District's Assessment Area One – Master Infrastructure Project (the "Project"), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining solely to the District Project only.

The Consultant further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

I. **Public Records.**

A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from

public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

II. **E-Verify.** Consultant, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Consultant has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Consultant performing work under this Agreement has

knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its contract with the contractor. Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies.** Consultant hereby certifies that as of the date below Consultant is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Consultant further certifies that:

A. Consultant is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Consultant was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Consultant does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Consultant does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Consultant is not engaged in business operations in Cuba or Syria.

Consultant understands that this Agreement may be terminated at the option of the District if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. Convicted Vendor List. Consultant hereby certifies that neither Consultant nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. Anti-Human Trafficking Affidavit. Consultant shall provide the District with an affidavit executed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

The person executing this consent on behalf of their company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this Third-Party Consent and Amendment to Agreement, on behalf of their respective company, corporation or other entity.

KV Group Associates, Inc limited liability company

Marisol Kohlhepp

By: _____
Name: Marisol Kohlhepp
Title: President

Date: May 3rd, 2026

Metropica Series C Venture, a Delaware limited liability corporation

By: _____
Name: _____
Title: _____

Date: _____, 2026

Agreed to by the METROPICA
COMMUNITY DEVELOPMENT
DISTRICT

Print Name: _____
District Manager

Date: _____, 2026

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Feller Engineering)

This Assignment and Assumption Agreement (the "Assignment") is made and entered into this 6th day of May, 2026 (the "Effective Date"), by and between:

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

METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323, its successors successors-in-title, and assigns (the "Developer").

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of that certain Professional Services Agreement between Developer and Steven Feller, P.E., LLC, a Delaware limited liability company d/b/a Feller Engineering ("Consultant") for professional engineering services for Metropica Commercial Site Development – Street Lighting and Lift Station at Parcel A, dated December 17, 2024 (Revised January 24, 2025), (2) Proposal for Metropica – Street Lighting, dated April 14, 2025, (3) Proposal for Metropica – Street Lighting, dated April 28, 2025, and (4) Proposal for Metropica – Hotwire New Service, dated November 24, 2025, dated December 17, 2024 (revised on January 24, 2025) for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the Assignment and Acquisition Agreement between the District and the Developer dated _____ (the "Acquisition Agreement") and in the Engineer's Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing Assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the assigned Contract Rights that accrue or arise on or after the Effective Date for the Assessment Area One – Master Infrastructure Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Metropica Community Development District Bond Anticipation Notes, Series 2026 (Assessment Area One – Master Infrastructure Project) (the “Series 2026 Notes”), for those amounts paid by Developer to Contractor for or on behalf of the District’s Assessment Area One – Master Infrastructure Project (the “Project”) pursuant to the Contract Rights hereby assigned to the District. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the District’s Assessment Area One – Master Infrastructure Project, which are also in that Completion Agreement (Series 2026 Notes), dated _____ by and between the District and Developer (the “Completion Agreement”) and from any assigned Contract Rights that arose before the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, Assessment Area One – Master Infrastructure Project, as set forth in the Engineer’s Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, as more specifically described and set forth in Exhibit A.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as Exhibit B and approved by District Counsel shall be executed by the Consultant.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

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

METROPICA COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Joann Flores

By:

[Signature]

Bernard Werner, Chairman
Board of Supervisors

Print name: Joann Flores

Address: 1800 New 136th Ave
Sunrise, FL 3323

[Signature]

Attest:

Juliana Duque, Assistant Secretary

Print name: Diana Gordon

Address: 7430 W Oakmont Dr
Miami, FL 33015

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Bernard Werner, as Chairman of the Board of Supervisors of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced FL DL as identification.

[SEAL]



STATE OF FLORIDA }
COUNTY OF BROWARD }

[Signature]
Notary Public
Commission Expires: 7/11/27

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Juliana Duque, as Assistant Secretary of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company

Witnesses:

[Signature]

Print name: Diana Cordon

Address: 7430 N OAKMONT DR
MIAMI, FL 33015

[Signature]

Print name: JOANN FAVES

Address: 1800 NW 13th AVE
SUNRISE, FL 33323

By: [Signature]

Joseph Kavana, Manager

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Joseph Kavana, as Manager of **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company. He is personally known to me or has produced FL DL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.



[Signature]
Notary Public
Commission:

Composite Exhibit A – Contract Rights

Those portions of that certain contract by and between METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company and Feller Engineering LLC, a Florida limited liability company dba Feller Engineering, within the scope of the District’s Assessment Area One – Master Infrastructure Project, as more fully described in the Engineer’s Report, , dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the “Engineer”), as may be further amended or supplemented from time to time (collectively, the “Engineer’s Report”), as follows:

Professional Services Agreement between Developer and Feller Engineering LLC, a Florida limited liability company dba Feller Engineering (“Consultant”) for professional engineering services for Metropica Commercial Site Development – Street Lighting and Lift Station at Parcel A, dated December 17, 2024 (Revised January 24, 2025), (2) Proposal for Metropica – Street Lighting, dated April 14, 2025, (3) Proposal for Metropica – Street Lighting, dated April 28, 2025, and (4) Proposal for Metropica – Hotwire New Service, dated November 24, 2025 for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

This contract above shall be assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer’s Report.

Exhibit B - Third Party Consent and Amendment

Assigned Contract Rights:

Professional Services Agreement between Developer and Feller Engineering LLC, a Florida limited liability company dba Feller Engineering (“Consultant”) for professional engineering services for Metropica Commercial Site Development – Street Lighting and Lift Station at Parcel A, dated December 17, 2024 (Revised January 24, 2025), (2) Proposal for Metropica – Street Lighting, dated April 14, 2025, (3) Proposal for Metropica – Street Lighting, dated April 28, 2025, and (4) Proposal for Metropica – Hotwire New Service, dated November 24, 2025 dated December 17, 2024 (revised on January 24, 2025) for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

The undersigned, party to the above-described contract, hereby consents to the assignment of such assigned Contract Rights as set forth in the preceding Exhibit A by Developer to Metropica Community Development District (the “District”), to the District’s assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District’s Assessment Area One – Master Infrastructure Project (the “Project”), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining solely to the District Project only.

The Consultant further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

I. Public Records.

A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

II. **E-Verify**. Consultant, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes,

and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Consultant has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Consultant performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its contract with the contractor. Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies.** Consultant hereby certifies that as of the date below Consultant is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Consultant further certifies that:

A. Consultant is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Consultant was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Consultant does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.

2. Consultant does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Consultant is not engaged in business operations in Cuba or Syria.

Consultant understands that this Agreement may be terminated at the option of the District if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. Convicted Vendor List. Consultant hereby certifies that neither Consultant nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. Anti-Human Trafficking Affidavit. Consultant shall provide the District with an affidavit executed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

The person executing this consent on behalf of their company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this Third-Party Consent and Amendment to Agreement, on behalf of their respective

company, corporation or other entity.

Feller Engineering LLC, a Florida limited liability company dba Feller Engineering

By: Musa Jenni
Name: Musa
Yenni
Title: Chairman and
CEO

Date: April 24, 2026

Metropica Series C Venture, a Delaware limited liability corporation

By: [Signature]
Name:
Title:
Date: May 6th, 2026

Agreed to by the METROPICA
COMMUNITY DEVELOPMENT
DISTRICT

Print Name:
District Manager

Date: , 2026

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Craven Thompson & Associates, Inc)

This Assignment and Assumption Agreement (the "Assignment") is made and entered into this 6th day of May, 2026 (the "Effective Date"), by and between:

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

METROPICA DEVELOPMENT, LLC, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323; and **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company, whose address is 1800 NW 136th Avenue, Sunrise, Florida 33323, its successors successors-in-title, and assigns (the "Developer").

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

1. Assignment. The Developer hereby sells and assigns to the District any and all of their right title and interest in and to the portion of that certain Professional Services Agreement between Developer and Craven Thompson & Associates, Inc., a Florida corporation ("Consultant") for professional surveying services, including CTA Proposal No. 2025-S10.176REV, dated May 20, 2025, CTA Proposal No. 2025-S10.380, dated October 17, 2025; and CTA Proposal No. 2025-S10.385, dated October 22, 2025 for the scope of work of the District's Assessment Area One - Master Infrastructure Project Area (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the Assignment and Acquisition Agreement between the District and the Developer dated _____ (the "Acquisition Agreement") and in the Engineer's Report, dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing Assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the assigned Contract Rights that accrue or arise on or after the Effective Date for the Assessment Area One – Master Infrastructure Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Metropica Community Development District Bond Anticipation Notes, Series 2026 (Assessment Area One – Master Infrastructure Project) (the “Series 2026 Notes”), for those amounts paid by Developer to Contractor for or on behalf of the District’s Assessment Area One – Master Infrastructure Project (the “Project”) pursuant to the Contract Rights hereby assigned to the District. Upon the Effective Date of this Assignment, the Developer is released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the District’s Assessment Area One – Master Infrastructure Project, which are also in that Completion Agreement (Series 2026 Notes), dated _____ by and between the District and Developer (the “Completion Agreement”) and from any assigned Contract Rights that arose before the Effective Date.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, Assessment Area One – Master Infrastructure Project, as set forth in the Engineer’s Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, as more specifically described and set forth in **Exhibit A**.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as may be amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as **Exhibit B** and approved by District Counsel shall be executed by the Consultant.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

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

METROPICA COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Joann Flores
Print name: Joann Flores

By:

[Signature]
Bernard Werner, Chairman
Board of Supervisors

Address: 1800 NW 136th Ave
Sunrise, FL 33323

Attest:

[Signature]
Print name: Diana Gordon
Juliana Duque, Assistant Secretary

Address: 7430 N Dakmont Dr.
Miami, FL 33015

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Bernard Werner, as Chairman of the Board of Supervisors of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced FL DL as identification.

[SEAL]



[Signature]
Notary Public
Commission Expires: 7/11/27

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026, by Juliana Duque, as Assistant Secretary of the **METROPICA COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Commission Expires: _____

**METROPICA SERIES C VENTURE, LLC, a
Delaware limited liability company**

Witnesses:



Print name: Diana Cordon

Address: 7430 N Oakmont Dr
Miami, FL 33015



Print name: Joann Flores

Address: 1700 NW 136th Ave
Surprise, FL 33323

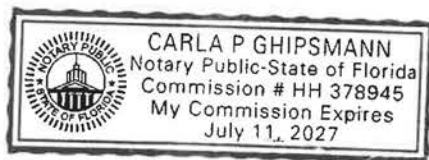
By: 


Joseph Kavana, Manager

6 day of May, 2026

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of May, 2026, by Joseph Kavana, as Manager of **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company. He is personally known to me or has produced FL DL as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.





Notary Public
Commission:

Composite Exhibit A – Contract Rights

Those portions of that certain contract by and between METROPICA SERIES C VENTURE, LLC, a Delaware limited liability company or METROPICA DEVELOPMENT, LLC, a Delaware limited liability company and Craven Thompson & Associates, Inc., a Florida corporation, within the scope of the District’s Assessment Area One – Master Infrastructure Project, as more fully described in the Engineer’s Report, , dated January 6, 2025, as supplemented on March 26, 2026, revised April 4, 2026 prepared by Thomas Engineering Group, LLC (the “Engineer”), as may be further amended or supplemented from time to time (collectively, the “Engineer’s Report”), as follows:

Professional Services Agreement between Developer and Craven Thompson & Associates, Inc., a Florida corporation (“Consultant”) for professional surveying services, including CTA Proposal No. 2025-S10.176REV, dated May 20, 2025, CTA Proposal No. 2025-S10.380, dated October 17, 2025; and CTA Proposal No. 2025-S10.385, dated October 22, 2025 for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

This contract above shall be assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer’s Report.

Exhibit B - Third Party Consent and Amendment

Assigned Contract Rights:

Professional Services Agreement between Developer and Craven Thompson & Associates, Inc., a Florida corporation (“Consultant”) for professional surveying services, including CTA Proposal No. 2025-S10.176REV, dated May 20, 2025, CTA Proposal No. 2025-S10.380, dated October 17, 2025; and CTA Proposal No. 2025-S10.385, dated October 22, 2025 for the scope of work of the District’s Assessment Area One - Master Infrastructure Project Area (the “Project”).

The undersigned, party to the above-described contract, hereby consents to the assignment of such assigned Contract Rights as set forth in the preceding **Exhibit A** by Developer to Metropica Community Development District (the “District”), to the District’s assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District’s Assessment Area One – Master Infrastructure Project (the “Project”), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining solely to the District Project only.

The Consultant further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

I. Public Records.

A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Consultant or keep and maintain public records required by the District to perform the service or work provided for

in this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-
SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: RECORDS@GMSSF.COM**

II. **E-Verify**. Consultant, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Consultant has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the

Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Consultant performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its contract with the contractor. Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies.** Consultant hereby certifies that as of the date below Consultant is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Consultant further certifies that:

A. Consultant is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Consultant was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Consultant does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Consultant does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Consultant is not engaged in business operations in Cuba or Syria.

Consultant understands that this Agreement may be terminated at the option of the District if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. Convicted Vendor List. Consultant hereby certifies that neither Consultant nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. Anti-Human Trafficking Affidavit. Consultant shall provide the District with an affidavit executed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

The person executing this consent on behalf of their company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this Third-Party Consent and Amendment to Agreement, on behalf of their respective company, corporation or other entity.

Craven Thompson & Associates, Inc., a
Florida corporation

By: 

Name: RICHARD G. CRAWFORD JR.

Title: V.P. SURVEYING & GIS

Date: APRIL 20, 2026

Metropica Series C Venture, a Delaware
limited liability corporation

By: 

Name: _____

Title: _____

Date: May 6th, 2026

Agreed to by the METROPICA
COMMUNITY DEVELOPMENT
DISTRICT

Print Name: _____

District Manager

Date: _____, 2026

CONTRACT MODIFICATION (CHANGE ORDER)

Metropica Series C Venture, LLC
 1800 NW 136TH AVE
 SUNRISE, FL 33323

Building tomorrow's infrastructure since 1884



Project Name:	<u>METROPICA TRACT A</u>	Contract/PO #:	
Project Number:	<u>80250-03</u>	Date:	<u>5/15/26</u>
Finance No:		Change Order No #:	<u>3</u>
Owner:	<u>Metropica Series C Venture, LLC</u>		
Contractor:	<u>Ryan Incorporated Southern</u>		

The following modifications to the CONTRACT are hereby ordered:

Change Order No. 1 involves the following additions/deductions to the original Contract:

Item	Description	Quantity	Unit	Unit Cost	Extended Total	Result
1	Ferguson Deductive CO-1	1.00	LS	-\$188,560.86	\$ (188,560.86)	Add
2	USCP Deductive CO-1	1.00	LS	-\$209,926.64	\$ (209,926.64)	
Total					\$ (398,487.50)	Add

Change Order No. 3 results in a net change to the Contract in the amount of \$ (398,487.50)
 No additional time will accompany Change Order No. 3

		<u>CONTRACT TIME (Calendar Days)</u>	
Original	\$ 9,600,000.00	Original Contract Time	<u>365</u> Days
Contingency	\$ -	Previous Changes (+/-)	<u>0</u> Days
Previous Changes (+/-)	\$ 507,797.00	This Change Order (+/-)	<u>0</u> Days
This Change Order (+/-)	\$ (398,487.50)	Revised Contract Time	<u>365</u> Days
Revised Contract Amount	\$ <u>9,709,309.50</u>		
Contingency			
This Change Order (+/-)	\$ -		
Previous Changes (+/-)	\$ -		
Remaining Contingency Amount			
Original Contract Completion Date:	<u>5/31/27</u>	Revised Contract Completion Date:	<u>5/31/27</u>

OWNER - GC	CONTRACTOR	ENGINEER
Metropica Series C Venture, LLC	Ryan Incorporated Southern	Thomas Engineering
1800 NW 136TH AVE	1700 South Powerline Rd, Suite H	6300 NW 31st Avenue
SUNRISE, FL 33323	Deerfield Beach, FL, 33442	Fort Lauderdale, FL 33309

By: Erick Collazo
 Erick Collazo
 Project Manager

By: Pedro Laguna, E.I
 Pedro Laguna, E.I
 Project Manager

By: Mike Troxell
 Mike Troxell
 Engineer of Record

Date: 5/18/26

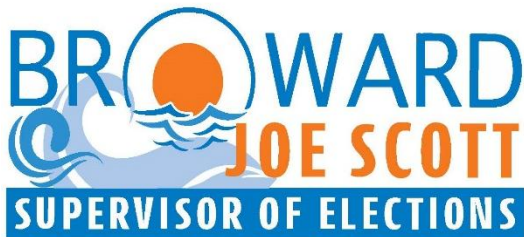
Date: 5/18/26

Date: 5/20/26

Joseph Kavana
 Managing Member - JOSEPH KAVANA
 Date: 5/18/26

Ferguson Deductive CO -1		
Invoice #	Date	Total Paid
1391611	12/14/2025	\$ 7,334.40
1391611-1	12/16/2025	\$ 68,687.40
1392100	12/16/2025	\$ 1,981.40
1391611-2	12/18/2025	\$ 99,884.40
Tax Value		\$ 10,673.26
Total		\$ 188,560.86

USCP Deductive CO-1		
Invoice #	Date	Total Paid
147945	12/16/2025	\$ 35,068.00
147946	12/16/2025	\$ -
147947	12/16/2025	\$ -
147948	12/16/2025	\$ -
147949	12/16/2025	\$ 9,453.00
147950	12/16/2025	\$ 9,669.00
147951	12/16/2025	\$ 8,930.00
147974	12/17/2025	\$ 3,076.00
147970	12/17/2025	\$ 7,106.00
147969	12/17/2025	\$ 8,772.00
147971	12/17/2025	\$ 8,271.00
147967	12/17/2025	\$ 10,033.00
147972	12/17/2025	\$ 9,453.00
147973	12/17/2025	\$ 3,157.00
147968	12/17/2025	\$ 7,336.00
148641	4/2/2026	\$ 77,720.00
Tax Value		\$ 11,882.64
Total		\$ 209,926.64



Joe Scott, Supervisor of Elections
 4650 NW 21st Avenue
 Fort Lauderdale, FL 33309
 (954) 357-VOTE • BrowardVotes.gov

MEMORADUM

To: Jennifer McConnell
 Governmental Management Services

From: Patricia Santiago
 Administration Director

Date: April 16, 2026

Subject: Number of Registered Voters Request

Pursuant to your request, please be advised that the number of registered voters as of April 15, 2026, in the Special Districts/Community Development Districts (CDDs) requested is as follows:

Special District/CDD	# of Registered Voters
Academic Village Community Development District	87
Bahia Mar Community Development District	10
Botaniko Community Development District	128
Coral Bay Community Development District	2,270
Cypress Cove Community Development District	434
Griffin Lakes Community Development District	655
Hollywood Beach 1 Community Development District	0
Mainstreet at Coconut Creek Community Development District	0
Metropica Community Development District	157
Oakridge Community Development District	1,290
Orchid Grove Community Development District	717
Sabal Palm Community Development District	1,455
Shotgun Road Community Development District	0
Solterra Community Development District	0
Turtle Run Community Development District	3,140
Woodlands at Section 9 Community Development District	0

We hope this information has been of assistance to you.

Metropica

Community Development District

Funding Request #23

June 1, 2026

PAYEE		GENERAL FUND	
1	Billing, Cochran, Lyles, Mauro & Ramsey, PA Inv# 198520 - Attorneys Fees (Apr 26)	\$	1,267.50
2	GMS-SF, LLC Inv# 41- Management Fees & Expenses (May 26)	\$	3,208.33
3	Thomas Engineering Group Inv# 149396 - Engineering Services (Apr 26)	\$	731.25
TOTAL		\$	5,207.08

Please make check payable to:

Metropica Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Metropica
Community Development District

Unaudited Financial Reporting
April 30, 2026

GMS

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

Metropica
Community Development District
Combined Balance Sheet
April 30, 2026

		<i>General Fund</i>
Assets:		
Cash:		
Operating Account	\$	13,858
Accounts Receivable		14,145
Assessments Receivable		-
Due from General Fund		-
Total Assets	\$	28,002
Liabilities:		
Accounts Payable	\$	45,721
Total Liabilities	\$	45,721
Fund Balance:		
Unassigned		(17,719)
Total Fund Balances	\$	(17,719)
Total Liabilities & Fund Balance	\$	28,002

Metropica
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2026

	Adopted Budget	Prorated Budget Thru 04/30/26	Actual Thru 04/30/26	Variance
Revenues:				
Developer Contributions/Assessments	\$ 107,843	\$ 26,494	\$ 26,494	\$ -
Total Revenues	\$ 107,843	\$ 26,494	\$ 26,494	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 7,000	\$ -	\$ 7,000
PR-FICA	918	536	-	536
Engineering	10,000	5,833	2,700	3,133
Attorney	12,000	7,000	12,869	(5,869)
Annual Audit	5,000	-	3,300	(3,300)
Assessment Administration	5,000	-	-	-
Arbitrage Rebate	550	-	-	-
Dissemination Agent	5,000	-	-	-
Trustee Fees	5,000	-	-	-
Management Fees	37,000	21,583	21,583	0
Website Maintenance	1,500	875	875	-
Telephone	200	117	-	117
Postage & Delivery	750	438	-	438
Insurance General Liability	6,500	6,500	5,512	988
Printing & Binding	1,000	583	-	583
Legal Advertising	2,000	1,167	501	665
Other Current Charges	750	438	1	437
Dues, Licenses & Subscriptions	175	175	175	-
Contingency	2,500	1,458	-	1,458
Total General & Administrative	\$ 107,843	\$ 53,702	\$ 47,516	\$ 6,186
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (27,208)	\$ (21,022)	\$ 6,186
Net Change in Fund Balance	\$ -	\$ (27,208)	\$ (21,022)	\$ 6,186
Fund Balance - Beginning	\$ -		\$ 3,303	
Fund Balance - Ending	\$ -		\$ (17,719)	

Metropica
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions/Assessments	\$ -	\$ -	\$ 19,070	\$ -	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,494
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 19,070	\$ -	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,494
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	1,969	731	-	-	-	-	-	2,700
Attorney	2,981	2,660	500	1,300	748	3,413	1,268	-	-	-	-	-	12,869
Annual Audit	-	-	3,300	-	-	-	-	-	-	-	-	-	3,300
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,083	3,083	3,083	3,083	3,083	3,083	3,083	-	-	-	-	-	21,583
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	125	125	125	125	125	125	125	-	-	-	-	-	875
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	5,512	-	-	-	-	-	-	-	-	-	-	-	5,512
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	501	-	-	-	-	-	-	-	-	-	-	501
Other Current Charges	-	-	1	-	-	-	-	-	-	-	-	-	1
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 11,877	\$ 6,370	\$ 7,009	\$ 4,508	\$ 3,956	\$ 8,590	\$ 5,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,516
Total Expenditures	\$ 11,877	\$ 6,370	\$ 7,009	\$ 4,508	\$ 3,956	\$ 8,590	\$ 5,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,516
Excess (Deficiency) of Revenues over Expenditures	\$ (11,877)	\$ (6,370)	\$ 12,061	\$ (4,508)	\$ 3,468	\$ (8,590)	\$ (5,207)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (21,022)