
SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION
As Trustee

Dated as of _____, 2016

Authorizing and Securing

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS,
\$ _____ SERIES 2016 BONDS INDIGO
\$ _____ SERIES 2016 BONDS CANDLER

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture"), dated as of _____, 2016 between BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, Bay Laurel Center Community Development District (the "District" or the "Issuer") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 02-11 of Marion County, Florida (the "County"), enacted on May 7, 2002, as amended by Ordinance No. 04-10 of Marion County, Florida, enacted on May 4, 2005, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, Indigo East Community Development District ("Indigo East District") and Candler Hills East Community Development District ("Candler Hills District") are local units of special purpose government duly organized and existing under the provisions of the Act (collectively, together with the Issuer, the "Districts"). Indigo East District was established by County Ordinance No. 02-26 enacted on November 5, 2002. Candler Hills District was established by County Ordinance No. 02-27 enacted on November 5, 2002; and

WHEREAS, pursuant to the Master Indenture and the First Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"), the Issuer issued \$5,340,000 aggregate principal amount of Bay Laurel Center Community Development District Special Assessment Bonds, Series 2006 Indigo (the "Series 2006 Indigo Bonds") and \$5,675,000 aggregate principal amount of Bay Laurel Center Community Development District Special Assessment Bonds, Series 2006 Candler (the "Series 2006 Candler Bonds" and together with the Series 2006 Indigo Bonds, the "Series 2006 Bonds"); and

WHEREAS, the proceeds of the Series 2006 Indigo Bonds were used to provide funds for (i) the payment of a portion of the costs of the Indigo East Project, (ii) the payment of interest on the Series 2006 Indigo Bonds through at least November 1, 2007, (iii) the funding of the Series 2006 Indigo Debt Service Reserve Account and (iv) payment of all or a portion of the costs of issuance of the Series 2006 Indigo Bonds; and

WHEREAS, the Indigo East District undertook and completed the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the lands within its boundaries (the "Indigo District Lands") (as further described in Exhibit A hereto, collectively, the "Indigo East Project"); and

WHEREAS, the proceeds of the Series 2006 Candler Bonds were used to provide funds for (i) the payment of a portion of the costs of the Candler Hills Project, (ii) the payment of interest on the Series 2006 Candler Bonds through at least November 1, 2007, (iii) the funding of the Series 2006 Candler Debt Service Reserve Account, and (iv) payment of all or a portion of the costs of issuance of the Series 2006 Candler Bonds; and

WHEREAS, the Candler Hills District undertook and completed the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the lands within its boundaries (the "Candler District Lands") (as further described in Exhibit A hereto, collectively, the "Candler Hills Project"); and

WHEREAS, the Districts have entered into an Interlocal Agreement dated February 13, 2006, authorizing the Issuer to issue bonds to pay for the Cost of all or a portion of each of the Indigo East Project and the Candler Hills Project; and

WHEREAS, Indigo East District and Candler Hills District each entered into a Loan Agreement with Bay Laurel Center CDD, dated as of April 1, 2006; and

WHEREAS, the Series 2006 Bonds were validated by final judgment of the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Marion County, Florida, rendered on the 1st day of November, 2005; and

WHEREAS, the Governing Body of the Candler Hills East Community Development District duly adopted Resolution No. 2005-4, on June 21, 2005, declaring special assessments; indicating the location, nature and estimated cost of those improvements whose cost is to be defrayed by the special assessments; providing the portion of the estimated cost of the improvements to be defrayed by the special assessments; providing the manner in which such special assessments shall be made; providing when such special assessments shall be made; designating lands upon which the special assessments shall be levied; providing for an assessment plat; adopting a preliminary assessment roll and providing for a public hearing concerning, among other matters, comments and objections to the proposed special assessment program (the "Preliminary Assessment Resolution") and the Governing Body of the Candler Hills East Community Development District duly adopted Resolution No. 2006-1 and 2006-10, on October 3, 2006, and May 3, 2006, respectively, following a public hearing conducted in accordance with the Act, to fix and establish the assessments and the benefitted property (collectively with the Preliminary Assessment Resolution, the "Assessment Proceedings"); and

WHEREAS, pursuant to the Assessment Proceedings the Candler Hills East Community Development District imposed and levied special assessments against the property within the Candler Hills East Community Development District specially benefitted by the Refinanced Projects (the "Series 2006 Candler Special Assessments"); and

WHEREAS, the Governing Body of the Indigo East Community Development District duly adopted Resolutions Resolution No. 2005-4, on June 21, 2005, declaring special assessments; indicating the location, nature and estimated cost of those improvements whose cost is to be defrayed by the special assessments; providing the portion of the estimated cost of the improvements to be defrayed by the special assessments; providing the manner in which such

special assessments shall be made; providing when such special assessments shall be made; designating lands upon which the special assessments shall be levied; providing for an assessment plat; adopting a preliminary assessment roll and providing for a public hearing concerning, among other matters, comments and objections to the proposed special assessment program (the "Preliminary Assessment Resolution") and the Governing Body of the Indigo East Community Development District duly adopted Resolution No. 2006-5 and 2006-9, on November 7, 2006, and May 3, 2006, respectively, following a public hearing conducted in accordance with the Act, to fix and establish the assessments and the benefitted property (collectively with the Preliminary Assessment Resolution, the "Assessment Proceedings"); and

WHEREAS, pursuant to the Assessment Proceedings the Indigo Community Development District imposed and levied special assessments against the property within the Indigo Community Development District specially benefitted by the Refinanced Projects (the "Series 2006 Indigo Special Assessments"); and

WHEREAS, the District, the Indigo East Community Development District, and the Candler Hills East Community Development District have determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem all of the Outstanding Series 2006 Bonds (the "Refunded Bonds") in order to cause an annual reduction in the Series 2006 Special Assessments levied and imposed on Indigo East Community Development District Lands specially benefitted by the Refinanced Projects and on the Candler Hills East Community Development District specially benefitted by the Refinanced Projects; and

WHEREAS, the District hereby desires to authorize the issuance, sale and delivery of its Bay Laurel Center Community Development District Special Assessment Revenue Refunding Bonds, Series 2016 Indigo (the "Series 2016 Indigo Bonds") and its Bay Laurel Center Community Development District Special Assessment Revenue Refunding Bonds, Series 2016 Candler (the "Series 2016 Candler Bonds" which, together with the Series 2016 Indigo Bonds, the "Series 2016 Bonds"), and apply the proceeds of the Series 2016 Bonds, together with other Prior Indenture Funds, to: (i) currently refund and redeem the Refunded Bonds; (ii) pay certain costs associated with the issuance of the Series 2016 Bonds; (iii) pay interest on the Series 2016 Bonds coming due on May, 2017; and (iv) make a deposit into the Series 2016 Debt Service Reserve Account; and

WHEREAS, the Series 2016 Indigo Bonds will be payable from and secured by the Series 2016 Indigo First Amended and Restated Loan Agreement; and

WHEREAS, the Series 2016 Candler Bonds will be payable from and secured by the Series 2016 Candler First Amended and Restated Loan Agreement.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2016 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2016 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2016 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby

created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2016 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2016 Bonds.

IN TRUST NEVERTHELESS, for (i) the equal and ratable benefit and security of all present and future Owners of the Series 2016 Indigo Bonds, on one hand, and (ii) the equal and ratable benefit and security of all present and future Owners of the Series 2016 Candler Bonds issued, on the other hand, and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2016 Indigo Bond over any other Series 2016 Indigo Bond or any one Series 2016 Candler Bond over any other Series 2016 Candler Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2016 Indigo Bonds and the Series 2016 Candler Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2016 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Second Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated as of _____, 2016, relating to certain restrictions on arbitrage under the Code.

“Assessment Resolutions” shall mean (i) with respect to the Series 2006 Indigo Bonds, Resolutions Nos. 2005-4, 2006-1, and 2006-10 of the Board of Supervisors of the Indigo East District adopted on June 21, 2005, on October 3, 2006 and on May 3, 2006, respectively, as amended and supplemented from time to time and (ii) with respect to the Series 2006 Candler Bonds, Resolutions Nos. 2005-4, 2006-1, and 2006-10 of the Board of Supervisors of the Candler Hills CDD adopted on June 21, 2005, on October 3, 2006, and on May 3, 2006, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2016 Bonds, initially minimum denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, denominations of \$5,000 and any integral multiple thereof.

“Candler Hills Loan Agreement” shall mean that certain Loan Agreement entered into by and between the Issuer and the Candler Hills CDD dated as of April 1, 2006.

“Candler Hills Project” shall mean the planning, financing, acquisition, construction, equipping and installation of a stormwater management system, including, but not limited, to landscaping and irrigation; potable water and wastewater systems; onsite and offsite roadway improvements, including, but not limited to, signalization, sidewalks and signage; security and street lighting; neighborhood parks; and entry features, pursuant to the Act for the special benefit of the Candler District Lands as set forth in Exhibit A hereto.

“Candler Hills First Amended and Restated Loan Agreement” shall mean that certain First Amended and Restated Loan Agreement entered into by and between the Issuer and the Candler Hills CDD dated as of _____ 1, 2016.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2016 Bonds, dated as of _____, 2016, by and between the Issuer, the Developer, the Indigo East District, the Candler Hills CDD, and the dissemination agent named therein, in connection with the issuance of the Series 2016 Bonds.

“Defeasance Securities” shall mean, with respect to the Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, to the extent permitted by law, (a) cash deposits, and (b) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury), which are non-callable and non-prepayable.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

“Indenture” shall mean collectively, the Master Indenture and this Second Supplemental Indenture.

“Indigo East Loan Agreement” shall mean that certain Loan Agreement entered into by and between the Issuer and the Indigo East District dated as of April 1, 2006.

“Indigo East Project” shall mean the planning, financing, acquisition, construction, equipping and installation of a stormwater management system, including, but not limited, to

landscaping and irrigation; potable water and wastewater systems; onsite and offsite roadway improvements, including, but not limited to, signalization, sidewalks and signage; security and street lighting; neighborhood parks; and entry features, pursuant to the Act for the special benefit of the Indigo District Lands as set forth in Exhibit A hereto.

“Indigo East First Amended and Restated Loan Agreement” shall mean that certain First Amended and Restated Loan Agreement entered into by and between the Issuer and the Indigo East District dated as of _____ 1, 2016.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing May 1, 2017

“Master Indenture” shall mean the Master Trust Indenture, dated as of April 1, 2006, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2016 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2016 Bonds as specifically defined in this Second Supplemental Indenture).

“Paying Agent” shall mean U.S. Bank National Association, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean (a) with respect to the Series 2016 Indigo Bonds, (i) all revenues received by the Issuer from loan payments made by the Indigo East District pursuant to the Indigo East First Amended and Restated Loan Agreement, which payments shall be derived from Special Assessments levied and collected by the Indigo East District on the Indigo District Lands benefited by the Indigo East Project including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments and (ii) all moneys on deposit in the Indigo Funds and Accounts established under the Indenture, and (b) with respect to the Series 2016 Candler Bonds, (i) all revenues received by the Issuer from loan payments made by the Candler Hills CDD pursuant to the Candler Hills First Amended and Restated Loan Agreement, which payments shall be derived from Special Assessments levied and collected by the Candler Hills CDD on the Candler District Lands benefited by the Candler Hills Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments and (ii) all moneys on deposit in the Candler Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Series 2016 Rebate Fund, or investment earnings thereon and (B) “special assessments” levied and collected by the Issuer, the Indigo East District or the Candler Hills CDD under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer, the Indigo East District or the Candler Hills District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

“Prepayment” shall mean the payment by any owner of property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date,

including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions. “Prepayments” shall include, without limitation, Series 2016 Indigo Prepayment Principal and Series 2016 Candler Prepayment Principal.

“Prior Indenture Funds” shall mean the Series 2016 Indigo Prior Indenture Funds and the Series 2016 Candler Prior Indenture Funds.

“Refunded Bonds” shall mean, collectively, the Outstanding Series 2006 Indigo Bonds and the Outstanding Series 2006 Candler Bonds.

“Registrar” shall mean U.S. Bank National Association and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Resolution” shall mean Resolution No. 2016-___ of the Issuer adopted on October 25, 2016, pursuant to which the Issuer authorized the issuance of not exceeding \$1,930,000 aggregate principal amount of its Special Assessment Revenue Refunding Bonds, Series 2016 Bonds Indigo and its \$3,585,000 Special Assessment Revenue Refunding Bonds, Series 2016 Bonds Candler to refund the Refunded Bonds, specifying the details of the Series 2016 Bonds and awarding the Series 2016 Bonds.

“Series 2016 Acquisition and Construction Account” shall mean the Account so designated, established as a separate account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2016 Bond Redemption Fund” shall mean the Series 2016 Bond Redemption Fund established pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Bonds” shall mean the Series 2016 Indigo Bonds and the Series 2016 Candler Bonds.

“Series 2016 Candler Acquisition and Construction Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2016 Candler Bonds” shall mean the \$_____ aggregate principal amount of Bay Laurel Center Community Development District Special Assessment Bonds, Series 2016 Candler, to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

“Series 2016 Candler Cost of Issuance Subaccount” shall mean the Account so designated, established as a separate subaccount within the Series 2016 Cost of Issuance Account

of the Acquisition and Construction Fund, pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture.

“Series 2016 Candler Debt Service Reserve Account” shall mean the account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2016 Candler General Account” shall mean the account so designated, established as a separate account of the Series 2016 Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Candler Interest Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Interest Account of the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

“Series 2016 Candler Prepayment Account” shall mean the account so designated, established as a separate account under the Series 2016 Bond Redemption Fund pursuant to section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Candler Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2016 Candler Special Assessments being prepaid.

“Series 2016 Candler Principal Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Principal Account of the Debt Service Fund pursuant to section 4.01(c) of this Second Supplemental Indenture.

"Series 2016 Candler Prior Indenture Funds" shall mean the \$458,613 on deposit in the Series 2006 Candler Debt Service Reserve Account, [\$_____] on deposit in the Series 2006 Candler Revenue Account, and [\$_____] on deposit in the Series 2006 Candler Prepayment Account, held prior to the issuance of the Series 2016 Bonds, under the First Supplemental Indenture for the benefit of the Refunded Bonds.

“Series 2016 Candler Revenue Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Revenue Account pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2016 Candler Sinking Fund Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

“Series 2016 Candler Special Assessments” shall mean the Special Assessments levied on the Candler District Lands, corresponding in amount to the debt service on the Series 2016 Candler Bonds as levied and collected by the Candler Hills CDD and deposited with the Trustee as repayment for the Candler Hills CDD’s obligations under the Candler Hills First Amended and Restated Loan Agreement to be applied to repay the Series 2016 Candler Bonds as provided in Article IV of this Second Supplemental Trust Indenture.

“Series 2016 Cost of Issuance Account” shall mean the account so designated, established as a separate account within the Acquisition and Construction Fund, pursuant to Section 4.01(a) of the Second Supplemental Trust Indenture.

“Series 2016 Debt Service Reserve Accounts” shall mean the Series 2016 Indigo Debt Service Reserve Account and the Series 2016 Candler Debt Service Reserve Account.

“Series 2016 Debt Service Reserve Requirement” or “Debt Service Reserve Requirement” shall mean, with respect to the Series 2016 Indigo Bonds, \$_____, and with respect to the Series 2016 Candler Bonds, 50% of the aggregate principal amount of the Outstanding Series 2016 Candler Bonds (initially \$_____). Notwithstanding the foregoing, the Debt Service Reserve Requirement for the Series 2016 Indigo Bonds and the Debt Service Reserve Requirement for the Series 2016 Candler Bonds shall not in the aggregate exceed, with respect to the Series 2016 Bonds, an amount equal to \$_____, being at the time of issuance of the Series 2016 Bonds, the lesser of (i) the maximum annual Debt Service Requirement for the Outstanding Series 2016 Bonds, (ii) 125% of the average annual Debt Service Requirement for Outstanding Series 2016 Bonds, and (iii) 10% of the original stated principal amount (within the meaning of the Code) of the Series 2016 Bonds.

“Series 2016 Indigo Acquisition and Construction Subaccount” shall mean the account so designated, established as a separate account within the Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2016 Indigo Bonds” shall mean the \$5,340,000 aggregate principal amount of Bay Laurel Center Community Development District Special Assessment Bonds, Series 2016 Indigo, to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

“Series 2016 Indigo Capitalized Interest Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Interest Account of the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

“Series 2016 Indigo Cost of Issuance Subccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Cost of Issuance Account of the Acquisition and Construction Fund, pursuant to Section 4.01(a) of the Second Supplemental Trust Indenture.

“Series 2016 Indigo Debt Service Reserve Account” shall mean the account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2016 Indigo General Account” shall mean the account so designated, established as a separate account of the Series 2016 Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Indigo Interest Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Interest Account of the Debt Service Fund pursuant to section 4.01(d) of this Second Supplemental Indenture.

“Series 2016 Indigo Prepayment Account” shall mean the account so designated, established as a separate account under the Series 2016 Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Indigo Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2016 Indigo Special Assessments being prepaid.

“Series 2016 Indigo Principal Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Principal Account of the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"Series 2016 Indigo Prior Indenture Funds" shall mean the \$138,012 on deposit in the Series 2006 Indigo Debt Service Reserve Account, [\$_____] on deposit in the Series 2006 Indigo Revenue Account, and [\$_____] on deposit in the Series 2006 Indigo Prepayment Account held prior to the issuance of the Series 2016 Bonds, under the First Supplemental Indenture for the benefit of the Refunded Bonds.

“Series 2016 Indigo Revenue Subaccount” shall mean the account so designated, established as a separate subaccount within the Series 2016 Revenue Account of the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2016 Indigo Sinking Fund Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

“Series 2016 Indigo Special Assessments” shall mean the Special Assessments levied on the Indigo District Lands, corresponding in amount to the debt service on the Series 2016 Indigo Bonds as levied and collected by the Indigo East District and deposited with the Trustee as repayment for the Indigo East District’s obligations under the Indigo East First Amended and Restated Loan Agreement to be applied to repay the Series 2016 Indigo Bonds as provided in Article IV of this Second Supplemental Trust Indenture.

“Series 2016 Interest Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

“Series 2016 Principal Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

“Series 2016 Rebate Fund” shall mean the Fund, if any, so designated, which is established pursuant to an arbitrage rebate agreement entered into with respect to the Series 2016 Bonds, into which shall be deposited certain moneys in accordance with the provisions of said arbitrage rebate agreement.

“Series 2016 Revenue Account” shall mean the account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Special Assessments” shall mean, collectively, the non-ad valorem special assessments levied by the Indigo East District and the Candler Hills CDD, respectively, against developable acreage within the Indigo District Lands and the Candler District Lands, respectively, specially benefited by the Indigo East Project or any portion thereof and the Candler Hills Project or any portion thereof, respectively, pursuant to Section 190.022 Florida Statutes, as amended, and the Assessment Resolutions, and shall include the Series 2016 Indigo Special Assessments and the Series 2016 Candler Special Assessments.

“Supplemental Indenture” shall mean this Second Supplemental Trust Indenture, dated as of _____ 1, 2016, by and between the Issuer and the Trustee, as supplemented or amended.

The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the forms of Series 2016 Bonds), refer to the entire Indenture.

Every “request”, “requisition”, “order”, “demand”, “application”, “notice”, “statement”, “certificate”, “consent”, or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairman or Vice Chairman and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II

THE SERIES 2016 BONDS

SECTION 2.01. Amounts and Terms of Series 2016 Bonds; Issue of Series 2016 Bonds. No Series 2016 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2016 Indigo Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$1,930,000. The Series 2016 Indigo Bonds shall be numbered consecutively from RI-1 and upwards.

(b) The total principal amount of Series 2016 Candler Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$3,585,000. The Series 2016 Candler Bonds shall be numbered consecutively from RC-1 and upwards.

(c) Any and all Series 2016 Bonds shall be issued substantially in the form attached hereto as Exhibit B or Exhibit C, as the case may be, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2016 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2016 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2016 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2016 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2016 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2016 Bonds.

(a) The Series 2016 Indigo Bonds are being issued hereunder in order to provide funds, together with Prior Indenture Funds, to: (i) currently refund and redeem the Series 2006 Indigo Bonds and the Series 2006 Candler Bonds; (ii) pay certain costs associated with the issuance of the Series 2016 Bonds; (iii) pay interest coming due on the Series 2016 Bonds on May 1, 2017, and (iv) make a deposit into the Series 2016 Debt Service Reserve Account. The Series 2016 Bonds shall be designated "Bay Laurel Center Community Development District (Marion County, Florida) Special Assessment Refunding Bonds, Series 2016 Indigo" and "Bay Laurel Center Community Development District (Marion County, Florida) Special Assessment Refunding Bonds, Series 2016 Candler" and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2016 Bonds shall be dated as of December 1, 2016. Interest on the Series 2016 Bonds shall be payable on each Interest Payment Date to maturity or prior

redemption. Interest on the Series 2016 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to _____ 1, 2016, in which case from _____, 2016 or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2016 Bonds, the principal or Redemption Price of the Series 2016 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2016 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2016 Bonds, the payment of interest on the Series 2016 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2016 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2016 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2016 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2016 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2016 Bonds.

(a) The Series 2016 Indigo Bonds will mature on May 1, 2037, and bear interest at the rate of 5.0% per annum, subject to the right of prior redemption in accordance with their terms, as follows:

Serial Bonds

<u>Maturity</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Interest Rate</u>
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Term Bonds

<u>Maturity</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Interest Rate</u>
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(b) The Series 2016 Candler Bonds will mature on May 1, 2037, and bear interest at the rate of 4.25% per annum, subject to the right of prior redemption in accordance with their terms, as follows:

Serial Bonds

<u>Maturity</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Interest Rate</u>
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Term Bonds

<u>Maturity</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Interest Rate</u>
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Interest on the Series 2016 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2016 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2016 Bond Proceeds.

(a) [\$_____] in proceeds of the Series 2016 Indigo Bonds (representing \$1,930,000 of par, less \$28,875 underwriter's discount and less net original issue discount of

[\$_____]), together with \$138,013 of Series 2016 Indigo Prior Indenture Funds, shall be applied by the Trustee as follows:

(i) [\$_____] of Series 2016 Indigo Bond proceeds, and [\$_____] of Series 2016 Indigo Prior Indenture Funds (consisting of the [\$_____] on deposit in the Series 2006 Indigo Debt Service Reserve Account, [\$_____] on deposit in the Series 2006 Indigo Revenue Account, and [\$_____] on deposit in the Series 2006 Indigo Prepayment Account), shall be deposited in the Escrow Deposit Fund held by the Escrow Agent and applied in accordance the provisions of the Escrow Deposit Agreement to redeem the Series 2006 Indigo Bonds on the Redemption Date indicated therein;

(ii) [\$_____] of Prior Indenture Funds (consisting solely of [\$_____] from the Series 2006 Indigo Bond Revenue Account), shall be deposited in the Series 2016 Indigo Interest Account of the Debt Service Fund, and applied to pay interest coming due on the Series 2016 Indigo Bonds on _____1, 201_;

(iii) [\$_____] of Series 2016 Indigo Bond proceeds (which is an amount equal to the Debt Service Reserve Requirement in respect of the Series 2016 Indigo Bonds) shall be deposited in the Series 2016 Indigo Debt Service Reserve Account of the Debt Service Reserve Fund, and

(iv) [\$_____], constituting all remaining proceeds of the Series 2016 Indigo Bonds, shall be deposited in the Series 2016 Indigo Costs of Issuance Subaccount within the Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to costs of issuance.

(b) [\$_____] in proceeds of the Series 2016 Candler Bonds (representing [\$_____] of par, less [\$_____] underwriter's discount and les net original issue discount of [\$_____]), together with [\$_____] of Series 2016 Candler Prior Indenture Funds, shall be applied by the Trustee as follows:

(i) [\$_____] of Series 2016 Candler Bond proceeds, and [\$_____] of Series 2016 Candler Prior Indenture Funds (consisting of the [\$_____] on deposit in the Series 2006 Candler Debt Service Reserve Account, [\$_____] on deposit in the Series 2006 Candler Revenue Account, and [\$_____] on deposit in the Series 2006 Candler Prepayment Account), shall be deposited in the Escrow Deposit Fund held by the Escrow Agent and applied in accordance the provisions of the Escrow Deposit Agreement to redeem the Series 2006 Candler Bonds on the Redemption Date indicated therein;

(ii) [\$_____] of Prior Indenture Funds (consisting solely of [\$_____] from the Series 2006 Candler Bond Revenue Account), shall be deposited in the Series 2016 Candler Interest Account of the Debt Service Fund, and applied to pay interest coming due on the Series 2016 Candler Bonds on _____1, 201_;

(iii) [\$_____] of Series 2016 Candler Bond proceeds (which is an amount equal to the Debt Service Reserve Requirement in respect of the Series 2016 Candler

Bonds) shall be deposited in the Series 2016 Candler Debt Service Reserve Account of the Debt Service Reserve Fund, and

(iv) [\$_____], constituting all remaining proceeds of the Series 2016 Candler Bonds, shall be deposited in the Series 2016 Candler Costs of Issuance Subaccount within the Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to costs of issuance.

SECTION 2.07. Book-Entry Form of Series 2016 Bonds. The Series 2016 Indigo Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Series 2016 Candler Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer and the Trustee, if appropriate, shall enter into a letter of representations with DTC providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2016 Bonds in the form of fully registered Series 2016 Bonds in accordance with the instructions from Cede & Co.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2016 Bonds, and hereby appoints U.S. Bank National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank National Association as Paying Agent for the Series 2016 Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

[END OF ARTICLE II]

ARTICLE III

REDEMPTION OF SERIES 2016 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2016 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2016 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all of the Series 2016 Indigo Bonds or Series 2016 Candler Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the portions of such series of Bonds to be redeemed within such series, by lot. Partial redemptions of Series 2016 Bonds shall be made in such a manner that the remaining Series 2016 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2016 Bond of each series.

(a) Optional Redemption.

(i) *Series 2016 Indigo Bonds.* The Series 2016 Indigo Bonds may, at the option of the Issuer, be called for redemption prior to maturity as a whole, at any time on or after May 1, 2026, or in part on any Interest Payment Date on or after _____ 1, 20____ (less than all Series 2016 Indigo Bonds to be selected by lottery), at a Redemption Price the principal amount of the Series 2016 Indigo Bonds to be redeemed, plus accrued interest to the redemption date.

(ii) *Series 2016 Candler Bonds.* The Series 2016 Candler Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole, at any time on or after May 1, 2026, or in part on any Interest Payment Date on or after _____ 1, 20____ (less than all Series 2016 Candler Bonds to be selected by lottery), at the principal amount of the Series 2016 Candler Bonds to be redeemed, plus accrued interest to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) with respect to the Series 2016 Indigo Bonds, from Series 2016 Indigo Prepayment Principal deposited into the Series 2016 Indigo Prepayment Account of the Series 2016 Bond Redemption Fund following the payment in whole or in part of the Series 2016 Indigo Special Assessments on any portion of the Indigo District Lands specially benefited by the Indigo East Project in accordance with the provisions of Section 4.05(a) of this Second Supplemental Indenture, or

(ii) from moneys, if any, on deposit in the Series 2016 Indigo Accounts and Subaccounts or Series 2016 Candler Accounts and Subaccounts of the Series 2016 Funds and Accounts (other than the Series 2016 Rebate Fund) sufficient to pay and redeem all

Series 2016 Indigo Outstanding Bonds or all Series 2016 Candler Outstanding Bonds, as the case may be, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) with respect to the Series 2016 Candler Bonds, from Series 2016 Candler Prepayment Principal deposited into the Series 2016 Candler Prepayment Account of the Series 2016 Bond Redemption Fund, following the payment in whole or in part of the Series 2016 Candler Special Assessments on any portion of the Candler District Lands specially benefited by the Candler Hills Project in accordance with the provisions of Section 4.05(a) of this Second Supplemental Indenture.

(iv) from excess moneys transferred from, with respect to the Series 2016 Indigo Bonds, the Series 2016 Indigo Revenue Subaccount, and with respect to the Series 2016 Candler Bonds, the Series 2016 Candler Revenue Subaccount, to the Series 2016 Indigo General Account and Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund, respectively, in accordance with Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(v) from amounts on deposit in the Series 2016 Indigo Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Indigo Bonds or in the Series 2016 Candler Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Candler Bonds, as the case may be, and transferred to the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, as applicable, of the Series 2016 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(f) hereof to be used, together with any Prepayment of the Special Assessments on deposit in the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, as applicable, of the Series 2016 Bond Redemption Fund for the extraordinary mandatory redemption of the Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, as applicable.

(c) Mandatory Sinking Fund Redemption.

(i) The Series 2016 Indigo Bonds are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2016 Indigo Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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* Maturity.

(ii) The Series 2016 Candler Bonds are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2016 Candler Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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* Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2016 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2016 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2016 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) Pursuant to Section 5.01 of the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the “Series 2016 Acquisition and Construction Account,” and within such Account, a “Series 2016 Candler Acquisition and Construction Subaccount” and a “Series 2016 Indigo Acquisition and Construction Subaccount.” The Trustee shall also establish a separate account within the Acquisition and Construction Fund designated as the “Series 2016 Cost of Issuance Account,” and within such Account, a “Series 2016 Indigo Cost of Issuance Subaccount” and a “Series 2016 Candler Cost of Issuance Subaccount.” A portion of the proceeds of the Series 2016 Indigo Bonds along with certain of the Series 2016 Indigo Prior Indenture Funds shall be deposited in the amounts and accounts set forth in Sections 2.06(a) of this Second Supplemental Indenture. A portion of the proceeds of the Series 2016 Candler Bonds along with certain of the Series 2016 Candler Prior Indenture Funds shall be deposited in the amounts and accounts set forth in Sections 2.06(b) of this Second Supplemental Indenture.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate account within the Revenue Fund designated as the “Series 2016 Revenue Account” and within such account the “Series 2016 Indigo Revenue Subaccount” and the “Series 2016 Candler Revenue Subaccount.” Series 2016 Indigo Special Assessments (except for Prepayments of Series 2016 Indigo Special Assessments which shall be identified as such by Indigo East District to the Trustee and then deposited in the Series 2016 Indigo Prepayment Account), as levied and collected by the Indigo East District and paid to the Trustee as repayment of the Indigo East District’s obligations under the Indigo East First Amended and Restated Loan Agreement, shall be deposited by the Trustee into the Series 2016 Indigo Revenue Subaccount and Series 2016 Candler Special Assessments (except for Prepayments of Series 2016 Candler Special Assessments which shall be identified as such by Candler East CDD to the Trustee and then deposited in the Series 2016 Candler Prepayment Account), as levied and collected by the Candler Hills CDD and paid to the Trustee as repayment of the Candler Hills CDD’s obligations under the Candler Hills First Amended and Restated Loan Agreement, shall be deposited by the Trustee into the Series 2016 Candler Revenue Subaccount, both of which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the “Series 2016 Principal Account,” and within such account the “Series 2016 Indigo Principal Subaccount” and the “Series 2016 Candler Principal Subaccount.” Moneys shall be deposited into the Series 2016 Principal Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided herein and therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the “Series 2016 Interest Account” and within such account, the “Series 2016 Indigo Interest Subaccount,” and the “Series 2016 Candler Interest Subaccount”. Moneys shall be deposited into the Series 2016 Interest Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided herein and therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate accounts within the Debt Service Fund designated as the “Series 2016 Indigo Sinking Fund Account” and the “Series 2016 Candler Sinking Fund Account.” Moneys shall be deposited into the Series 2016 Indigo Sinking Fund Account or the Series 2016 Candler Sinking Fund Account, as the case may be, as provided in Article VI of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish two separate accounts within the Debt Service Reserve Fund designated as the “Series 2016 Indigo Debt Service Reserve Account” and the “Series 2016 Candler Debt Service Reserve Account.”

(i) Proceeds of the Series 2016 Indigo Bonds shall be deposited into the Series 2016 Indigo Debt Service Reserve Account in the amount set forth in Section 2.06(a)(ii) of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2016 Indigo Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture and proceeds of the Series 2016 Candler Bonds shall be deposited into the Series 2016 Candler Debt Service Reserve Account in the amount set forth in Section 2.06(b)(ii) of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2016 Candler Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture.

(ii) On each March 15, and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2016 Indigo Debt Service Reserve Account and the Series 2016 Candler Debt Service Reserve Account, as the case may be, and transfer any excess thereinabove the Debt Service Reserve Requirement for the Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, as the case may be, caused by Series 2016 Indigo Special Assessment Prepayments or Series 2016 Candler Special Assessment Prepayments, as the case may be, to the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, as the case may be, of the Series 2016 Bond Redemption Fund to be used, together with any Series 2016 Indigo Prepayment Principal or Series 2016 Candler Prepayment Principal, as the case may be, on deposit in the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, respectively, of the Series 2016 Bond Redemption Fund, for the extraordinary mandatory redemption of Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, as the case may be, in accordance with Section 3.01(b).

(iii) In the event that the amount of proceeds of the Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, as the case may be, on deposit in the Series 2016 Indigo Debt Service Reserve Account or the Series 2016 Candler Debt Service Reserve Account, as the case may be, exceeds the Debt Service Reserve Requirement with respect to the Series 2016 Indigo Bonds or the Series 2016 Candler Bonds, as the case may be, due to a decrease in the amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, that will be outstanding as a result of an optional Prepayment by the owner of a lot or parcel of land of a Series 2016 Indigo Special Assessment or a Series 2016 Candler Special Assessment, as the case may be, against such lot or parcel as provided in Section 4.05(a) of this Second Supplemental Indenture, the excess amount shall be transferred at the written direction of the District Manager from the Series 2016 Indigo Debt Service Reserve Account or the Series 2016 Candler Debt Service Reserve Account, as the case may be, to be deposited to the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, respectively, of the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 Indigo Prepayment Principal or Series 2016 Candler Prepayment Principal, as the case may be, otherwise required to be made by the owner of such lot or parcel.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the “Series 2016 Bond Redemption Fund” and within such Fund, a “Series 2016 Indigo General Account,” a “Series 2016 Candler General Account,” a “Series 2016 Indigo Prepayment Account” and a “Series 2016 Candler Prepayment Account.” Except as otherwise provided in this Second Supplemental Indenture, moneys to be deposited into the Series 2016 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2016 Indigo General Account or Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund.

(i) Moneys in the Series 2016 Indigo General Account or Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

(A) to make such deposits into the Series 2016 Rebate Fund, if any, as the Issuer may direct in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2016 Indigo General Account or Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund to the Series 2016 Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

(B) to be used to call for redemption pursuant to Section 3.01(b)(iii), and (iv) hereof an amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, equal to the amount of money transferred to, in the case of the Series 2016 Indigo Bonds, the Series 2016 Indigo General Account and, in the case of the Series 2016 Candler Bonds, the Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such

extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

(C) the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date on which Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account of the Series 2016 Bond Redemption Fund (including all earnings on investments held in either such Prepayment Account of the Series 2016 Bond Redemption Fund) shall be accumulated therein to be used as follows, to the extent that the need therefor arises:

(A) To be used to call for redemption pursuant to Section 3.01(b)(i), (ii), and (iv) hereof an amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, equal to the amount of money transferred to the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, as the case may be, of the Series 2016 Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, and as directed by the Issuer pursuant to the applicable Assessment Methodology as authorized and approved by resolutions, each numbered Resolution 2005-3, of the Boards of Supervisors of the Indigo East District and the Candler Hills CDD, respectively, on May 19, 2005, as amended and supplemented to date, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate.

SECTION 4.02. Series 2016 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2016 Indigo Revenue Subaccount and the Series 2016 Candler Revenue Subaccount, respectively, of the Series 2016 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

(A) upon receipt but no later than the Business Day preceding the first May for which there remains an insufficient amount (A) in the Series 2016 Indigo Interest Subaccount to be applied to the payment of interest on the Series 2016 Indigo Bonds due on the next succeeding May 1, and (B) in the Series 2016 Candler Interest Subaccount to be applied to the payment of interest on the Series 2016 Candler Bonds due on the next succeeding May 1; and no later than the Business Day next preceding each May 1 thereafter, to the Series 2016 Indigo Interest Subaccount and the Series 2016 Candler Interest Subaccount, respectively, of the Debt Service Fund, an amount from the Series 2016 Indigo Revenue Subaccount equal to the interest on the Series 2016 Indigo Bonds and an

amount from the Series 2016 Candler Revenue Subaccount equal to the interest on the Series 2016 Candler Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2016 Indigo Interest Subaccount or the Series 2016 Candler Interest Subaccount not previously credited;

(B) no later than the Business Day next preceding each May 1, commencing with the first May 1, which is a principal payment date for the Series 2016 Indigo Bonds, to the Series 2016 Indigo Principal Subaccount and commencing with the first May 1, which is a principal payment date for the Series 2016 Candler Bonds, to the Series 2016 Candler Principal Subaccount, of the Debt Service Fund, an amount from the Series 2016 Indigo Revenue Subaccount equal to the principal amount of Series 2016 Indigo Bonds Outstanding maturing on such May 1, if any, and an amount from the Series 2016 Candler Revenue Subaccount equal to the principal amount of Series 2016 Candler Bonds Outstanding maturing on such May 1, if any, as applicable, less any amounts on deposit in the Series 2016 Indigo Principal Subaccount or the Series 2016 Candler Principal Subaccount, as applicable, not previously credited;

(C) no later than the Business Day next preceding each May 1, commencing May 1, 20___, to the Series 2016 Indigo Sinking Fund Account or the Series 2016 Candler Sinking Fund Account of the Debt Service Fund, an amount from the Series 2016 Indigo Revenue Subaccount or the Series 2016 Candler Revenue Subaccount, as the case may be, equal to the principal amount of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2016 Indigo Sinking Fund Account or the Series 2016 Candler Sinking Fund Account, as the case may be, not previously credited;

(D) upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount (A) in the Series 2016 Indigo Interest Subaccount to be applied to the payment of interest on the Series 2016 Indigo Bonds due on the next succeeding November 1, and (B) in the Series 2016 Candler Interest Subaccount to be applied to the payment of interest on the Series 2016 Candler Bonds due on the next succeeding November 1, and upon receipt but no later than the Business Day next preceding each November 1 thereafter, to the Series 2016 Indigo Interest Subaccount and the Series 2016 Candler Interest Subaccount, respectively, of the Debt Service Fund, an amount from the Series 2016 Indigo Revenue Subaccount equal to the interest on the Series 2016 Indigo Bonds and an amount from the Series 2016 Candler Revenue Subaccount equal to the interest on the Series 2016 Candler Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Series 2016 Indigo Interest Subaccount or the Series 2016 Candler Interest Subaccount not previously credited;

(E) upon receipt but no later than the Business Day next preceding each Interest Payment Date (A) while Series 2016 Indigo Bonds remain Outstanding, to the Series 2016 Indigo Debt Service Reserve Account, an amount

from the Series 2016 Indigo Revenue Subaccount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2016 Indigo Bonds and (B) while Series 2016 Candler Bonds remain Outstanding, to the Series 2016 Candler Debt Service Reserve Account, an amount from the Series 2016 Candler Revenue Subaccount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2016 Candler Bonds; and

(F) subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw (i) any moneys held for the credit of the Series 2016 Indigo Revenue Subaccount which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed, to the credit of the Series 2016 Indigo General Account of the Series 2016 Bond Redemption Fund as determined by the Issuer in accordance with the provisions of this Second Supplemental Indenture, and (ii) any moneys held for the credit of the Series 2016 Candler Revenue Subaccount which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed, to the credit of the Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund as determined by the Issuer in accordance with the provisions of this Second Supplemental Indenture.

SECTION 4.03. Power to Issue Series 2016 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2016 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2016 Bonds to the extent set forth herein. The Pledged Revenues with respect to the Series 2016 Indigo Bonds are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2016 Indigo Bonds, except as otherwise permitted under the Master Indenture, and the Pledged Revenues with respect to the Series 2016 Candler Bonds are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2016 Candler Bonds, except as otherwise permitted under the Master Indenture. The Series 2016 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2016 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. [Reserved]

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the “true-up” mechanism therein, shall, require the Indigo East District or Candler Hills CDD, as the case may be, to reduce or release and

extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Indigo East District or Candler Hills CDD, as the case may be, all or a portion of the Special Assessment, which shall constitute Series 2016 Indigo Prepayment Principal or Series 2016 Candler Prepayment Principal, as the case may be, as directed by the Issuer pursuant to the provisions of Section 4.01(f) of this Second Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such Prepayment is made within 40 calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner; provided, however, in the event the amount in the Series 2016 Candler Debt Service Reserve Account or the Series 2016 Indigo Debt Service Reserve Account, as the case may be, will exceed the Debt Service Reserve Requirement for the Series 2016 Candler Bonds or the Series 2016 Indigo Bonds, as the case may be, as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption of the Series 2016 Candler Bonds or Series 2016 Indigo Bonds, as the case may be, in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture, the excess amount shall be transferred from the Series 2016 Candler Debt Service Reserve Account or the Series 2016 Indigo Debt Service Reserve Account, as the case may be, first to the Series 2016 Candler Prepayment Account or the Series 2016 Indigo Prepayment Account, as the case may be, of the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 Candler Prepayment Principal or Series 2016 Indigo Prepayment Principal, as the case may be, otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2016 Candler Debt Service Reserve Account or the Series 2016 Indigo Debt Service Reserve Account, as the case may be, to equal or exceed the Debt Service Reserve Requirement for the Series 2016 Candler Bonds or the Series 2016 Indigo Bonds, as the case may be, and which certificate of the Issuer will further state that, after giving effect to the proposed redemption of Series 2016 Candler Bonds or Series 2016 Indigo Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2016 Candler Bonds or Series 2016 Indigo Bonds, as the case may be, that will remain Outstanding.

(b) Upon receipt of Series 2016 Indigo Prepayment Principal or Series 2016 Candler Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Indigo East District or Candler Hills CDD, as the case may be, shall immediately pay the amount so received to the Trustee, and the Indigo East District or Candler Hills CDD, as the case may be, shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Special Assessment has been paid in whole or in part and that such Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Indigo East District or the Candler Hills CDD, the Trustee shall immediately deposit the same into the Series 2016 Indigo Prepayment Account or the Series 2016 Candler Prepayment Account, as applicable, of the Series 2016 Bond Redemption Fund to be applied in accordance with clause (i) or (ii) of Section 3.01(b) of this Second Supplemental Indenture, to the redemption of Series 2016 Indigo Bonds or Series 2016 Candler Bonds, as the case may be, in accordance with Section 4.01(f) of this Second Supplemental Indenture.

[END OF ARTICLE IV]

ARTICLE V

CONCERNING THE TRUSTEE

SECTION 5.01. **Acceptance by Trustee.** The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

SECTION 5.02. **Limitation of Trustee's Responsibility.** The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

SECTION 5.03. **Trustee's Duties.** Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

SECTION 5.04. **Extraordinary Fees and Expenses of Trustee.** In the event that the Trustee shall be required under the Indenture or directed by the Owners of the Series 2016 Bonds to take actions to enforce the collection of Delinquent Assessments or to take any other extraordinary actions under the Indenture, the Trustee shall be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the funds and accounts securing the Series 2016 Bonds.

SECTION 5.05. **Brokerage Confirmations.** The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE V]

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2016 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Second Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2016 Bonds or the date fixed for the redemption of any Series 2016 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2016 Bonds.

SECTION 6.07. Collection of Assessments. Pursuant to Section 9.04 of the Master Trust Indenture and Section 4.01 of the Indigo East First Amended and Restated Loan Agreement and Candler Hills First Amended and Restated Loan Agreement, as applicable, Special Assessments levied on platted lots and pledged hereunder to secure the Series 2016 Indigo Bonds and the Series 2016 Candler Bonds will be collected pursuant to the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes. Notwithstanding any provision in the Master Indenture or the Indigo East First Amended and Restated Loan Agreement and Candler Hills First Amended and Restated Loan Agreement to the contrary, (i) Special Assessments levied on unplatted lots and pledged hereunder to secure the Series 2016 Indigo Bonds and (ii) Special Assessments levied on unplatted lots and pledged hereunder to secure the Series 2016 Candler Bonds shall be collected by the Indigo East District and Candler Hills CDD, respectively and not

pursuant to the Section 197.3632 Florida Statutes, as amended, unless the Indigo East District or Candler Hills CDD, as the case may be, determines that collection pursuant to Section 197.3632, Florida Statutes, as amended, is in the best interests of the Indigo East District or Candler Hills CDD, as the case may be.

SECTION 6.08 Covenant with Regard to Enforcement and Collection of Delinquent Series 2016 Special Assessments.

Anything herein or in the Master Indenture to the contrary notwithstanding, the Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Series 2016 Special Assessments, the provisions for the foreclosure of liens of delinquent Series 2016 Special Assessments and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Owners of a majority in principal amount, from time to time, of the Series 2016 Bonds.

[END OF ARTICLE VI]

IN WITNESS WHEREOF, Bay Laurel Center Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Second Supplemental Trust Indenture to be executed by one of its Authorized Signatories, all as of the day and year first above written.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: _____
Title: Chairman of the
Board of Supervisors

By: _____
Name: _____
Title: Secretary
Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee, Paying Agent and Registrar

By: _____
Name: Stacey L. Johnson
Title: Vice President

[illegible]

On this ____ day of _____, 2016, before me, a notary public in and for the State and County aforesaid, personally appeared _____ and _____, Chairman and Secretary, respectively, of BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT (the "Issuer"), who acknowledged that they did so sign the foregoing instrument as such officers, respectively, for and on behalf of said Issuer; that the same is their free act and deed as such officers, respectively, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that they respectively appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2016, before me, a notary public in and for the State and County aforesaid, personally appeared Stacey L. Johnson, an authorized signatory of U.S. BANK NATIONAL ASSOCIATION, as Trustee, who acknowledged that he/she did so sign said instrument as such authorized signatory for and on behalf of said association; that the same is his/her free act and deed as such authorized signatory, and the free act and deed of said association; and that he/she appeared before me on this day in person and acknowledged that he/she, being thereunto duly authorized, signed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A

DESCRIPTION OF INDIGO EAST AND CANDLER HILLS PROJECTS

The Indigo East Project includes the following improvements:

Stormwater Management System, including, but not limited, to landscaping and irrigation;
Potable Water and Wastewater Systems;
Onsite and Offsite Roadway Improvements, including, but not limited to, signalization, sidewalks and signage;
Security and Street Lighting;
Neighborhood Parks; and
Entry Features

The Candler Hills Project includes the following improvements:

Stormwater Management System, including, but not limited, to landscaping and irrigation;
Potable Water and Wastewater Systems;
Onsite and Offsite Roadway Improvements, including, but not limited to, signalization, sidewalks and signage;
Security and Street Lighting;
Neighborhood Parks; and
Entry Features

EXHIBIT B

[FORM OF SERIES 2016 INDIGO BOND]

RI-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE REFUNDING BOND,
SERIES 2016 INDIGO**

<u>Interest Rate</u> _____%	<u>Maturity Date</u> ____ 1, ____	<u>Date of Original Issuance</u> _____, 2016	<u>CUSIP</u> _____
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Registered Owner:

Principal Amount: ----- _____ DOLLARS-----

KNOW ALL PERSONS BY THESE PRESENTS that the Bay Laurel Center Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of May and November of each year commencing May 1, 2017. Principal of this Bond is payable at the corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each Interest Payment Date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said U.S. Bank National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of original issuance hereof, or unless such date of authentication is prior to November 1, 2016, in which case from May 1, 2016, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be

paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning associated to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, MARION COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT TO THE EXTENT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO CAUSE TO BE LEVIED AND TO CAUSE TO BE EVIDENCED AND CERTIFIED BY THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT, MARION COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Bay Laurel Center Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 02-11 of Marion County, Florida enacted on May 7, 2002 designated as "Bay Laurel Center Community Development District Special Assessment Revenue Refunding Bonds, Series 2016 Indigo (the "Series 2016 Indigo Bonds"), in the aggregate principal amount of _____ Dollars (\$_____) of like date, tenor and effect, except as to number. Simultaneously with the issuance of the Series 2016 Indigo Bonds, the Issuer is issuing its Bay Laurel Center Community Development District Special Assessment Revenue Refund Bonds, Series 2016 Candler in the aggregate principal amount of \$_____ (the "Series 2016 Candler Bonds" and together with the Series 2016 Indigo Bonds, the "Bonds"). The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to provide funds to refund the Series 2006 Indigo Bonds. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of April 1, 2006, (the "Master Indenture"), as amended and supplemented by a Second Supplemental Trust Indenture dated as of _____ 1, 2016 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Series 2016 Debt Service Reserve Accounts within the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered and beneficial owners of the Bonds.

The registered or beneficial owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the registered and beneficial owner of this Bond that such registered or beneficial owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the Indigo East Community Development District, Marion County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the Indigo East Community Development District, Marion County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be caused to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the registered or beneficial owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Series 2016 Indigo Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2016 Indigo Bonds shall be made on the dates specified below. Upon any redemption of Series 2016 Indigo Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Series 2016 Indigo Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2016 Indigo Bonds. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Series 2016 Indigo Bonds in any year. In

the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2016 Indigo Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole, at any time on or after May 1, 2027, or in part on any Interest Payment Date on or after _____ 1, 20__ (less than all Series 2016 Indigo Bonds to be selected by lot), at the principal amount of the Series 2016 Indigo Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2016 Indigo Bonds are subject to mandatory sinking fund redemption on May 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2016 Indigo Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2017	_____	_____	_____
2018	_____	_____	_____
2019	_____	_____	_____
2020	_____	_____	_____
2021	_____	_____	_____
2022	_____	_____*	_____

*Final Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2016 Indigo Bonds, as prescribed in the Supplemental Indenture, are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2016 Indigo Bonds to be redeemed, plus interest accrued to the redemption date, (i) from Series 2016 Indigo Prepayment Principal deposited into the Series 2016 Indigo Prepayment Account of the Series 2016 Bond Redemption Fund following the payment in whole or in part of the Series 2016 Indigo Special Assessments on any portion of the Indigo District Lands specially benefited by the Indigo East Project, in accordance with the provisions of Section 4.05(a) of the Second Supplemental Indenture, (ii) from moneys, if any, on deposit in the Series 2016 Indigo Accounts and Subaccounts in the Series 2016 Funds and Accounts (other than the Series 2016 Rebate Fund) sufficient to pay and redeem all Series

2016 Indigo Outstanding Bonds and accrued interest thereon to the redemption date or dates, (iii) from excess moneys transferred from the Series 2016 Indigo Revenue Subaccount to the Series 2016 Indigo General Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.03 of the Master Indenture and Section 4.02 of the Second Supplemental Indenture, and (vi) from amounts on deposit in the Series 2016 Indigo Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Indigo Bonds and transferred to the Series 2016 Indigo Prepayment Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(f) of the Second Supplemental Trust Indenture to be used, together with any Prepayment of the Series 2016 Indigo Special Assessments on deposit in the Series 2016 Indigo Prepayment Account of the Series 2016 Bond Redemption Fund for the extraordinary mandatory redemption of the Series 2016 Indigo Bonds.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty but not more than sixty days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Series 2016 Indigo Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Series 2016 Indigo Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Series 2016 Indigo Bonds pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Series 2016 Indigo Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Series 2016 Indigo Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is

the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Bay Laurel Center Community Development District has caused this Bond to be signed by the facsimile signature of the Chairman of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Marion County, Florida, rendered on the 5th day of November, 2005.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

[FORM OF SERIES 2016 CANDLER BOND]

RC-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE REFUNDING BOND,
SERIES 2016 CANDLER**

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> _____ 1, _____	<u>Date of Original Issuance</u> _____, 2016	<u>CUSIP</u> _____
---------------------------------	--	---	-----------------------

Registered Owner:

Principal Amount: --- _____ DOLLARS---

KNOW ALL PERSONS BY THESE PRESENTS that the Bay Laurel Center Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of May and November of each year commencing May 1, 2017. Principal of this Bond is payable at the corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each Interest Payment Date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said U.S. Bank National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of original issuance hereof, or unless such date of authentication is prior to _____ 1, 2016, in which case from _____, 2016, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof

C-1

shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT, MARION COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT TO THE EXTENT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO CAUSE TO BE LEVIED AND TO CAUSE TO BE EVIDENCED AND CERTIFIED BY THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CANDLER HILLS EAST COMMUNITY DEVELOPMENT DISTRICT, MARION COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Bay Laurel Center Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 02-11 of Marion County, Florida enacted on May 7, 2002 designated as "Bay Laurel Center Community Development District Special Assessment Revenue Refunding Bonds, Series 2016 Candler (the "Series 2016 Candler Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____) of like date, tenor and effect, except as to number. Simultaneously with the issuance of the Series 2016 Candler Bonds, the Issuer is issuing its Bay Laurel Center Community Development District Special Assessment Revenue Refunding Bonds, Series 2016 Indigo in the aggregate principal amount of \$ _____ (the "Series 2016 Indigo Bonds" and together with the Series 2016 Candler Bonds, the "Bonds"). The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay a portion of the costs of planning, financing, acquisition, construction, equipping and installation of a stormwater management system, including, but not limited, to landscaping and irrigation; potable water and wastewater systems; onsite and offsite roadway improvements, including, but not limited to, signalization, sidewalks and signage; security and street lighting; neighborhood parks; and entry features, pursuant to the Act for the special benefit of the Candler District

Lands. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of April 1, 2006, (the "Master Indenture"), as amended and supplemented by a Second Supplemental Trust Indenture dated as of _____ 1, 2016 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Series 2016 Debt Service Reserve Accounts within the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered and beneficial owners of the Bonds.

The registered or beneficial owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the registered and beneficial owner of this Bond that such registered or beneficial owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the Marion County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the Candler Hills East Community Development District, Marion County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be caused to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the registered or beneficial owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Series 2016 Candler Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price

of the Series 2016 Candler Bonds shall be made on the dates specified below. Upon any redemption of Series 2016 Candler Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Series 2016 Candler Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2016 Candler Bonds. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Series 2016 Candler Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2016 Candler Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole, at any time on or after May 1, 2027, or in part on any Interest Payment Date on or after _____ 1, 20__ (less than all Series 2016 Candler Bonds to be selected by lot), at the principal amount of the Series 2016 Candler Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2016 Candler Bonds are subject to mandatory sinking fund redemption on May 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2016 Candler Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth above or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2017	_____	_____	_____
2018	_____	_____	_____
2019	_____	_____	_____
2020	_____	_____	_____
2021	_____	_____	_____
2022	_____	_____*	_____

*Final Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2016 Candler Bonds, as prescribed in the Supplemental Indenture, are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2016 Candler Bonds to be redeemed, plus interest accrued to the redemption date, (i) from Series 2016 Candler Prepayment Principal deposited into the Series 2016 Candler Prepayment Account of the Series 2016 Bond Redemption Fund following the payment in whole or in part of the Series 2016 Candler Special Assessments on any portion of the Candler District Lands specially benefited by the Candler Hills Project, in accordance with the provisions of Section 4.05(a) of the Second Supplemental Indenture, (ii) from moneys, if any, on deposit in the Series 2016 Candler Accounts and Subaccounts in the Series 2016 Funds and Accounts (other than the Series 2016 Rebate Fund) sufficient to pay and redeem all Series 2016 Candler Outstanding Bonds and accrued interest thereon to the redemption date or dates, (iii) from excess moneys transferred from the Series 2016 Candler Revenue Subaccount to the Series 2016 Candler General Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.03 of the Master Indenture and Section 4.02 of the Second Supplemental Indenture, and (vi) from amounts on deposit in the Series 2016 Candler Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Candler Bonds and transferred to the Series 2016 Candler Prepayment Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(f) of the Second Supplemental Trust Indenture to be used, together with any Prepayment of the Series 2016 Candler Special Assessments on deposit in the Series 2016 Candler Prepayment Account of the Series 2016 Bond Redemption Fund for the extraordinary mandatory redemption of the Series 2016 Candler Bonds.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty but not more than sixty days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed

by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Bay Laurel Center Community Development District has caused this Bond to be signed by the facsimile signature of the Chairman of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Marion County, Florida, rendered on the 5th day of November, 2005.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
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UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

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FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.