

Turnbull Creek  
St. Johns County, Florida

# SOURCES AND USES OF FUNDS

Dated: 2/2/2018

		Series 2018
<b>Sources:</b>		
Bond Proceeds:	Par Amount	\$ 2,870,000
	Original Issue Discount	\$ 2,870,000
<b>Uses:</b>		
Project Fund		\$ 2,363,047
Other Fund Deposits:		
	Reserve Fund at 50% of MADS	\$ 210,450
	Interest to 11/1/2018	86,100
		\$ 296,550
Delivery Date Expenses:		
	Cost of Issuance	\$ 153,003
	Underwriter	57,400
		\$ 210,403
		\$ 2,870,000
<b>Bond Statistics:</b>		
Average Coupon		4.00%
MADS	\$	420,900
Maturity		5/1/2045
# Units		959
Proceeds Per Unit (Net)	\$	2,464
<b>Annual Debt Service Per Unit (Net)</b>		
Gross Annual Assessments *	\$	439
Par Amount Per Unit		467
		2,993

\* Gross up for early payment discount (4%) and collections costs (2%)

CDD: Turnbull Creek Community Development District  
 Project Location: St Johns County, Florida  
 Project Details: Deferred Maintenance Financing

Dated Date: 1-Feb-18

Project Funds: \$ 2,363,047  
 Maturity: May 1, 2045  
 Series 2018 Par: \$ 2,870,000

Summary of Current Debt Outstanding

Series	Assessment Area	# Units	Maturity	Par Outstanding	Gross Annual DS*
Series 2015A1/2015A2	Phase I & II	724	May 1, 2035	\$ 12,355,000	\$ 1,050,254
Series 2016	Phase III	215	May 1, 2037	4,046,000	304,792
Series 2015B-1/2015B-2	All	955	May 1, 2045	1,225,000	84,116
Series 2018	All	959	May 1, 2045	\$ 2,870,000	\$122,128/\$447,766

Series 2018 Bonds - (2018 - 2037)

Product-Type	# Units	Series 2015A-1/2015A-2 DS Per Unit* (2018 - 2035)	Series 2015B-1 DS Per Unit* (2018 - 2045)	Series 2016 DS Per Unit* (2018 - 2037)	Series 2018A-1 DS Per Unit* (2018 - 2037)	Total Annual DS Per Unit* (2018 - 2037)
Phase I & II						
SF1	16	\$ -	88	\$ -	127	\$ 215
SF2	1	682	88	-	127	898
SF3	723	1,452	88	-	127	1,667
Phase III						
SF1	4	-	88	-	127	215
SF2	1	-	88	678	127	894
SF3	1	-	88	696	127	911
SF4	1	-	88	714	127	929
SF5	212	-	88	1,428	127	1,643
Total	959	\$ 1,050,254	\$ 84,116	\$ 304,792	\$ 122,128	\$ 1,561,291

Series 2018 Bonds - (2038 - 2045)

Product-Type	# Units	Series 2015A-1/2015A-2 DS Per Unit* (2018 - 2035)	Series 2015B-1 DS Per Unit* (2038 - 2045)	Series 2016 DS Per Unit* (2018 - 2037)	Series 2018A-1 DS Per Unit* (2038 - 2045)	Total Annual DS Per Unit* (2038 - 2045)
Phase I & II						
SF1	16	\$ -	88	\$ -	467	\$ 555
SF2	1	-	88	-	467	555
SF3	723	-	88	-	467	555
Phase III						
SF1	4	-	88	-	467	555
SF2	1	-	88	-	467	555
SF3	1	-	88	-	467	555
SF4	1	-	88	-	467	555
SF5	212	-	88	-	467	555
Total	959	\$ -	\$ 84,116	\$ -	\$ 447,766	\$ 531,882

\* Gross up for early payment discount (4%) and collections costs (2%)

***Disclaimer***

MBS Capital Markets, LLC ("MBS") is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the District. The primary role of MBS, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the District and MBS. MBS has financial and other interests that differ from those of the District. MBS is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The District should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.



## MBS CAPITAL MARKETS, LLC

### AGREEMENT FOR UNDERWRITING SERVICES TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

November 14, 2017

Board of Supervisors  
Turnbull Creek Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Turnbull Creek Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2018 Bonds to acquire and/or construct the initial phase of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2018 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.

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4890 WEST KENNEDY BLVD. SUITE 940  
TAMPA, FLORIDA 33609  
PHONE: 813.281.2700

152 LINCOLN AVENUE  
WINTER PARK, FLORIDA 32789  
PHONE: 407.622.0130

8583 STRAWBERRY LANE  
LONGMONT, COLORADO 80503  
PHONE: 303.652.0205

1005 BRADFORD WAY  
KINGSTON, TENNESSEE 37763  
PHONE: 865.717.0303



## MBS CAPITAL MARKETS, LLC

- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
  - Preparation of post-sale reports for the issue, if any.
  - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
  3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
  4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
  5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
  6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



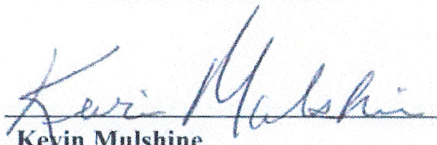


## MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

By execution of this Agreement, you are acknowledging receipt of the MSRB Rule G-17 required disclosures attached hereto as Exhibit A.

Sincerely,  
MBS Capital Markets, LLC

  
**Kevin Mulshine**  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **MBS CAPITAL MARKETS, LLC**

### **EXHIBIT A**

#### **Disclosures Concerning the Underwriter's Role**

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

#### **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### **Conflicts of Interest**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the



## MBS CAPITAL MARKETS, LLC

resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.