

Budget Funding Agreement
Fiscal Year 2023-2024

This Budget Funding Agreement is made and entered into as of December 20, 2024, by and between the **Sunrise Community Development District** (the "**District**") and **Hawk Sunrise, LLC**, a Delaware limited liability company (the "**Developer**").

Recitals

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District' s facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2023-2024, which year commences on September 3, 2024 (Establishment Date) and concludes on September 30, 2025, as described in **Exhibit A** attached hereto (the "**Budget**"); and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2023-2024; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2023-2024.

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

1. **Funding Obligations.** The Developer agrees to make available to the District the monies necessary for the operation of the District, within 30 days of written request by the District.
 - a. The funds shall be placed in the District's general checking account.
 - b. These payments are made by the Developer in lieu of additional assessments which might otherwise be levied or imposed by the District.
 - c. *Funds Advanced by Developer for Operating Capital.* The District does monies to be funded by the Developer in this category will be the amount necessary to fund the District's operations for October-December as the District does not receive sufficient funds until mid-December.
 - i.
 - d. *Deficit Funding.* The monies to be funded by the Developer in this category will be the difference between any actual revenues (on-roll, off-roll, or other sources) received by the District and the actual expenditures incurred by the District and will be provided on an "as needed" basis only.

- e. At the end of the fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.
2. **Notes or Bonds.** The parties hereto recognize that a portion of the operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).
3. **Amendment.** Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties.
4. **Assignment.** This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.
5. **Default and Remedies.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Enforcement and Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.
8. **No Third Party Benefits.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
9. **Arm's Length Agreement.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

11. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**Sunrise
Community Development District**

Print Name: _____
 Secretary / Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Hawk Sunrise, LLC
a Delaware limited liability company

Witness

John M. Ryan
Manager

Witness

Exhibit A – Fiscal Year 2023-2024 General Fund Budget