



**TRADITION
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1 - 11**

**PORT ST. LUCIE
REGULAR BOARD MEETING
FEBRUARY 5, 2025
11:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.traditioncdd1.org
www.traditioncdd2.org
www.traditioncdd3.org
www.traditioncdd4.org
www.traditioncdd5.org
www.traditioncdd6.org
www.traditioncdd7.org
www.traditioncdd8.org
www.traditioncdd9.org
www.traditioncdd10.org
www.traditioncdd11.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimil

AGENDA
TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-11

Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, FL 34987

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025013?pwd=Y1VkbVNPULL4djJ3eTJYWEtLWmtrZz09&omn=84871499119>

Meeting ID: 334 102 5013

Dial-In: 1 929 436 2866

REGULAR BOARD MEETING

February 5, 2025

11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Appointment to Vacant Board Seat: District No. 6/Seat No. 2
 - Administer Oath of Office
- E. Resolution No. 2025-05; Election of Officers.....Page 3
- F. Additions or Deletions
- G. Comments from the Public Not on the Agenda
- H. Consent Items
 - 1. Approval of January 8, 2025, Regular Board Meeting.....Page 4
- I. Old Business
- J. New Business
 - 1. Consider Engagement Letter for Bond Counsel (2025 Bonds) by District No. 9.....Page 10
 - 2. Consider Approving Software as a Service (SAAS) Agreement Between OTOride and Tradition No. 1 for an E-Bike application for the Tradition in Motion (TIM) program.....Page 15
 - 3. Consider Purchase & License Agreement Between Kuhmute Inc., and Tradition CDD No. 1 for E-Bike Charging Hubs.....Page 46
- K. Administrative Matters
 - 1. Manager’s Report
 - 2. Attorney’s Report
 - 3. Engineer’s Report
 - 4. Financial Report.....Page 69
 - 5. Founder’s Report
- L. Board Member Discussion Requests and Comments
 - Irrigation Franchise Agreement
- M. Adjourn

**TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11
FISCAL YEAR 2024/2025 MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Tradition Community Development District Nos. 1-11 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 11:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

October 2, 2024

November 6, 2024

December 4, 2024

January 8, 2025

February 5, 2025

March 5, 2025

April 2, 2025

May 7, 2025

June 4, 2025

July 2, 2025

August 6, 2025

September 3, 2025

***Irrigation Rate Committee Meeting - 9:00 a.m.**

Southern Grove CDD Meeting - 10:30 a.m.

Tradition CDD Meeting - 11:00 a.m.

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please

contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11

www.traditioncdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/24/24

RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT 6, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tradition Community Development District 6 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF TRADITION COMMUNITY
DEVELOPMENT DISTRICT 6:**

1. The following persons are elected to the offices shown, to wit:

Jerry Krbec	Chairman
Peter Webb	Assistant Secretary
B. Frank Sakuma, Jr.	Secretary/Treasurer
George Russell	_____
John Slicher	_____
Keith Bulkin	_____

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF FEBRUARY 2025.

ATTEST:

**TRADITION COMMUNITY
DEVELOPMENT DISTRICT 6**

Secretary / Assistant Secretary

Chairman (Jerry Krbec)

TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-11

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

<https://us02web.zoom.us/j/3341025013?pwd=Y1VkbVNPUII4djJ3eTJYWEtLWmtrZz09&omn=86217320584>

Meeting ID: 334 102 5013

Dial-In: 1 929 436 2866

REGULAR BOARD MEETING

January 8, 2025

11:00 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Tradition Community Development District Nos. 1-11 of January 8, 2025, was called to order at 11:03 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on September 24th, 2024, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum, except in CDD No. 6 and it was in order to proceed with the meeting:

CDD #'s 1,2,7,8,9,10&11		
Chairman	Eric Sexauer	Present
Vice Chairman	William Pittsley	Present
Supervisor	Tara Toto	Present
Supervisor	Karl Albertson	Present
Supervisor	Jonas Read	Present

CDD # 3		
Supervisor	Joe Piatcheck	Present
Chairman	Isaiah Steinberg	Present
Supervisor	Stan Briggs	Present
Vice Chair	Rosario "Roy" Perconte	Present
Supervisor	Suzanne Killeen	Present

CDD # 4		
Chairman	Gail Cost	Present
Vice Chairman	Rich Giglia	Present
Supervisor	Rob Siedlecki	Absent
Supervisor	Lauren Leandre	Present
Supervisor	Drew Wesley	Via Zoom

CDD # 5		
Supervisor	Cathy Powers	Present
Chairperson	Chris King	Present
Supervisor	Dave Lasher	Present
Supervisor	Rick Dixon	Present
Vice Chairman	Joe Pinto	Present

CDD # 6		
Chairman	Jerry Krbec	Absent
Vice Chairman	Vacant	
Supervisor	Keith Bulkin	Present
Supervisor	John Slicher	Via Zoom
Supervisor	George Russell	Present

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Manager	Andrew Karmeris – Via Zoom	Special District Services, Inc.
District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.
District Engineer	Stef Matthes	Culpepper and Terpening

Also present: District Engineer Gabriel Gomez with Culpepper and Terpening
(See attached sign-in sheet)

D. APPOINTMENTS TO VACANT BOARD SEATS/ADMINISTER OATH OF OFFICE

Mr. Sakuma administered the Oath of Office to Joe Piatchek, Suzanne Killeen, Rich Giglia, Gail Cost, Cathy Powers, Chris King and Jerry Krbec.

E. RESOLUTION 2025-03; ELECTION OF OFFICERS – DISCTICT NOS. 3, 4, 5 & 6

Resolution No. 2025-03 was presented, entitled:

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TRADITION
COMMUNITY DEVELOPMENT DISTRICT NOS. 3, 4, 5 & 6 AND
PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by CDD No. 3, Mr. Steinberg, seconded by Mr. Piatchek, adopting Resolution 2025-03, Election of Officers, as presented. The **motion** passed unanimously.

A **motion** was made by CDD No. 4, Ms. Cost, seconded by Ms. Leandre, adopting Resolution 2025-03, Election of Officers, as presented. The **motion** passed unanimously.

District No. 5 tabled their decision.

There was no Quorum in District No. 6.

F. ADDITIONS OR DELETIONS TO AGENDA

- (New Business / J-5): WA#19-143-184; Fern Lake Drive
- (New Business / J-6): WA#19-143-185; iThink Financial – SWM
- (New Business / J-7): WA#19-143-186; 12013 SW Marigold Ave – Pool
- (New Business/J-8): WA#19-143-187; Brynlie at Tradition (Dewatering)

A **motion** was made by CDD No. 1, Mr. Sexauer, seconded by Mr. Albertson, to approve the agenda as amended. The **motion** passed unanimously.

G. COMMENTS FROM THE PUBLIC NOT ON THE AGENDA

Ms. Mary Milmore (Town Park) requested installation of ‘No Trespassing’ signage along the retention lakes within Lake Park.

H. CONSENT ITEMS

1. Approval of November 6, 2024, Regular Board Meeting Minutes

A **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Albertson, approving all items under consent, as amended. The **motion** passed unanimously.

I. OLD BUSINESS

There was no old business to come before the Board.

J. NEW BUSINESS

1. Update from the Irrigation Rate Committee

Mr. Sakuma notified the Board of the topics discussed in the Committee Meeting which included rate study consideration, understanding of the existing infrastructure, existing capacity and the Franchise Agreement with the City of Port Saint Lucie.

2. Consider Recommendations from the Rate Committee

After Board discussion, a **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Albertson, directing staff to conduct a Rate Study as discussed in the Irrigation Rate Committee Meeting. The **motion** passed unanimously.

3. Consideration of Resolution 2025-01; Approving and Authorizing Certain Matters Relating to Autonomous Electric Vehicles

Resolution No. 2025-01 was presented entitled:

RESOLUTION NO. 2025-01

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 2, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 7, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 8, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 10, TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 11, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING AND AUTHORIZING CERTAIN MATTERS RELATING TO THE AUTONOMOUS ELECTRIC VEHICLES THAT ARE THE SUBJECT OF THE INTERLOCAL AGREEMENT FOR THE PROVISION OF AUTONOMOUS ELECTRIC VEHICLE TROLLEY SERVICES DATED OCTOBER 14, 2020, AS AMENDED, TO WHICH ALL OF THE FOREGOING DISTRICTS ARE PARTIES, INCLUDING THE SALE OF SUCH VEHICLES AND OBTAINING REPLACEMENT MASS TRANSIT SERVICES AND AUTHORIZING AND APPROVING THE EXECUTION OF AGREEMENTS IN CONNECTION THEREWITH; APPROVING AND AUTHORIZING, ON THE PART OF TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 9, A FIRST SUPPLEMENT TO FEDERAL TAX CERTIFICATE RELATING TO ITS OUTSTANDING SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (COMMUNITY INFRASTRUCTURE); APPROVING AND AUTHORIZING, ON THE PART OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A FIRST SUPPLEMENT TO FEDERAL TAX CERTIFICATE RELATING TO ITS OUTSTANDING SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (COMMUNITY INFRASTRUCTURE) AND CERTAIN RELATED ACTIONS; APPROVING AND AUTHORIZING, ON THE PART OF THE SOUTHERN GROVE DISTRICTS THE APPLICATION OF CERTAIN LEGALLY AVAILABLE FUNDS OF THE SOUTHERN GROVE DISTRICTS IN CONNECTION WITH THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (COMMUNITY INFRASTRUCTURE) AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022-2 (COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE); PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME

EFFECTIVE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

After Board discussion, a **motion** was made by CDD Nos. 1,2,7,8,9,10&11 Mr. Sexauer, seconded by Mr. Albertson adopting Resolution 2025-01 Approving Certain Matters Relating to Autonomous Electric Vehicles as presented. The **motion** passed unanimously.

Dr. Powers requested a standing item under Old Business for agreements (Interlocal Agreement with the City of Port Saint Lucie and the Irrigation Franchise Agreement)

4. Consideration of Resolution 2025-03; Election of Officers-District No. 6/Seat 2

This item was tabled. There was no quorum in District 6.

5. Approval of WA #19-143-184; Fern Lake Drive

6. Approval of WA #19-143-185; 12013 Marigold Ave-Pool

7. Approval of WA #19-143-186; iThink Financial-SWM

8. Approval of WA #19-143-187; Byrnlie at Tradition (Dewatering)

A **motion** was made by CDD No. 1 Mr. Sexauer, seconded by Mr. Albertson, approving WA #19-143-187 through WA #19-143-187. The **motion** passed unanimously.

K. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma welcomed everyone to 2025 and stated that he looked forward to working with all the Districts.

2. Attorney's Report

District Attorney Ms. Garrett provided an update on the past due invoices from FIU. She stated that they were in the process of paying the invoices. Ms. Wargo stated that she had resent all the past due invoices to FIU (per FIU's request) for processing.

3. Engineer's Report

Mr. Mathes provided an update on the Lake Banks. He stated that he had identified four lakes designated as critical, and two semi-critical, and was in the process of identifying the scope of work that needed to be done (restoration work & associated costs).

• Status of Proposed Pump Station

Mr. Matthes stated that he would hold off on the decision for a new pump station as it may not be necessary.

4. Financial Report

Mr. Sakuma notified the Board that the financial report was provided within the meeting materials. Mr. Karmeris was present to answer any questions.

- **Status of Over 90 Days Irrigation Report**

Ms. Mary Milmore (Town Park) stated that there had been changes in property management, but three checks were in the process of being sent for the past due balance. Ms. Wargo responded that they had not yet received any checks, and she would check with the Finance Department.

5. Founder’s Report

There was no Founder’s Report.

L. BOARD MEMBER COMMENTS

Dr. Powers requested a Lake Bank Committee Meeting be scheduled in March if Mr. Mathes provides an update on the critical Lake Banks in February.

- **DISTRICT 5 RESOLUTION 2025-03; ELECTION OF OFFICERS**

Resolution No. 2025-03 was presented entitled:

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF TRADITION COMMUNITY DEVELOPMENT DISTRICT 5 AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by CDD No. 5 Dr. Powers, seconded by Mr. Piatchek, adopting Resolution 2025-03 Elections of Officers, as amended (slate of Officers listed below) . The **motion** passed unanimously.

- Chair-David Lasher
- Vice Chair-Joe Pinto
- Assistant Secretary-Chris King
- Assistant Secretary-Cathy Powers
- Assistant Secretary-Rick Dixon

M. ADJOURNMENT

There being no further business to come before the Board, Mr. Sexauer adjourned the meeting at 12:54 p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Name

Print Name

To: Board of Supervisors

From: Jesse Wargo, Assistant District Manager

Date: January 22, 2025

Board Meeting Date: February 5, 2025

SUBJECT

Consider Engagement Letter for Bond Counsel (2025 Bond Series) by District No. 9.

STAFF RECOMMENDATION

Staff recommends offering to the Board for consideration. There is no general prohibition against bond counsel serving as disclosure counsel, and either with respect to bond counsel serving a disclosure counsel, or with respect to bond counsel's representation of Mattamy.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and recommends approval.

FUNDING REVIEW

No impact to budget because fees will be paid from bond proceeds.

Attachments

Holland & Knight

777 South Flagler Drive | Suite 1900, West Tower | West Palm Beach, FL 33401 | T 561.833.2000
Holland & Knight LLP | www.hklaw.com

Denise J. Ganz
561 650-8340
denise.ganz@hklaw.com

January 22, 2025

Board of Supervisors
Tradition Community Development District No. 9
c/o District Manager
Port St. Lucie, Florida

Re: Proposed Tradition Community Development District No. 9 Special
Assessment Bonds, Series 2025 (Community Infrastructure)

Ladies and Gentleman:

By letter dated January 11, 2024, Tradition Community Development District No. 9 (the "District") engaged Holland & Knight LLP as Bond Counsel and Disclosure Counsel for the District, as more fully described in the letter. You have recently requested that we represent the District as Bond Counsel and Disclosure Counsel for the District in connection with the above-referenced matter (the "2025 Bonds"). This letter further sets forth what our engagement as Bond Counsel and Disclosure Counsel entails in connection with the 2025 Bonds and seeks a waiver of any potential conflict of interest arising from our concurrent representation of the District in connection with the 2025 Bonds and of Mattamy Palm Beach LLC in unrelated matters.

2025 Bonds - Bond Counsel Services

Bond Counsel's role, generally, is to document a tax-exempt bond transaction structured by the District and to render an objective legal opinion with respect to the authorization and issuance of those obligations. Our services as Bond Counsel in connection with the 2025 Bonds will include the following:

(1) Subject to our review, to our satisfaction, of executed closing documents, certificates and opinions of legal counsel rendered by other parties to the transaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the 2025 Bonds, the source of payment and security for the 2025 Bonds, and stating that, under existing law, interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Internal Revenue Code of 1986, as amended (the "Code"). Our supplemental opinion as Bond Counsel rendered on the date of issuance of the 2025 Bonds will be addressed to the District and the underwriter of the 2025 Bonds and will state that the 2025 Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Master Trust Indenture, as supplemented in connection with the 2025 Bonds, is exempt from qualification under the Trust Indenture Act of 1939.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the 2025 Bonds, including resolutions, a supplemental trust indenture, State of Florida filings, and federal tax filings of the Form 8038-G and coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Examination of applicable law.

(4) Consultation with the parties and their respective legal counsel prior to the issuance of the 2025 Bonds.

(5) Preparation and/or review of (i) the basic documents authorizing and providing for the issuance and payment of the 2025 Bonds and (ii) the forms of such closing documents, certificates and opinions of counsel as we deem necessary to render our Bond Opinion.

(6) Review and provide recommendations, if any, on certified proceedings relating to the 2025 Bonds and performance of such additional reasonable duties by the appropriate parties as are necessary to render our Bond Opinion.

Our Bond Opinion (or applicable reliance opinion) will be addressed to the District, the underwriter of the 2025 Bonds and the trustee for the 2025 Bonds, and will be delivered by us on the date the 2025 Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District with applicable laws relating to the 2025 Bonds.

With respect to the 2025 Bonds, our bond counsel fee is \$60,000, together with actual out-of-pocket costs, which we estimate will not exceed \$1,500. Our bond counsel fee is contingent upon the closing of the 2025 Bonds. In the event the 2025 Bonds are issued, our bond counsel fee will be due and payable at the time of the Closing.

2025 Bonds—Disclosure Counsel Services

In our capacity as disclosure counsel, our primary responsibility will be to prepare the offering document pursuant to which the 2025 Bonds are marketed by the underwriter thereof, assist in a due diligence review in connection with the offering document, and render customary objective legal opinions to the effect that, subject to customary qualifications, the offering document did not as of its date contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding the District’s financial statements, the financial, statistical and demographic data, and the information relating to the book-entry only system of registration, as to which no opinion will be expressed).

With respect to the 2025 Bonds, our disclosure counsel fee is \$50,000, contingent upon the closing of the 2025 Bonds. In the event the 2025 Bonds are issued, our disclosure counsel fee will be due and payable at the time of the Closing.

Matters Relating to Mattamy Palm Beach LLC

This will confirm that the District agrees to waive any objection to the potential conflict of interest arising with respect to (1) Holland & Knight LLP's representation of the District as bond counsel and disclosure counsel in connection with the 2025 Bonds and (2) Holland & Knight LLP's representation of Mattamy Palm Beach LLC ("Mattamy") in unrelated matters.

The applicable ethics rules permit us to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing.

We hereby confirm to you that, under the circumstances of this matter, our current representation of Mattamy would not adversely affect our responsibilities to and relationship with District and vice versa. We further confirm to you that we are contemporaneously seeking a similar waiver from Mattamy regarding this potential conflict of interest.

In addition, by agreeing to waive any objection to the potential conflict of interest, the District agrees. and Mattamy will agree, that in the event litigation develops between them regarding the 2025 Bonds, each client will retain separate and independent counsel other than Holland & Knight LLP to handle pre-litigation and litigation work, and Holland & Knight LLP will not represent either party in such a situation. Holland & Knight LLP will also, at all times, observe the attorney-client privilege between it and each of its clients and will preserve the confidentiality of each client's respective information.

Under these circumstances, if you agree that Holland & Knight LLP may undertake the concurrent representations of the District in connection with the 2025 Bonds and of Mattamy in matters unrelated to the 2025 Bonds, and that you are waiving any objection to the potential conflict of interest with respect to such concurrent representations, please indicate your informed consent and waiver by signing below.

Thank you for your cooperation.

Sincerely yours,

HOLLAND & KNIGHT LLP



Denise J. Ganz

APPROVED AND AGREED TO:

TRADITION COMMUNITY DEVELOPMENT
DISTRICT NO. 9

By: _____

Title: _____

Date: _____

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: January 17, 2025

Board Meeting Date: February 5, 2025

SUBJECT

Consider Approving Software as a Service (SAAS) Agreement Between OTORide and Tradition No. 1 for an E-Bike application for the Tradition in Motion (TIM) program.

STAFF RECOMMENDATION

Staff recommends Approval SAAS agreement between Tradition CDD 1 and OTORide for the purpose of creating and implementing an e-bike application for the TIM program.

GENERAL INFORMATION

The SaaS Agreement will authorize development of the e-bike application for TIM. Following are elements of the agreement:

- Customer App Branding and Customization
- Admin Panel Branding and Customization
- Operator App
- Custom Language Setup
- Payment Gateway & IoT Vehicle Integration Setup
- Admin Settings Configuration
- Deployment to App and Play Stores

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed the SAAS agreement, provided edits and an addendum to meet the District legal requirements of the agreement and comply with Florida law.

FUNDING REVIEW

App Set-Up Fee: \$5,000

Monthly Fee:

Monthly Subscription Fee (minimum if less than 20 vehicles): \$200

Monthly Subscription Fee (\$200 plus \$10 per vehicle that appears in the vehicle section on the Customer's dashboard, if over 20 vehicles.)

Funds will be expensed to Community Area Maintenance (FY24/25 \$140,000).

Attachments



OTORide

..ride earth friendly

**OTORide & Tradition Community
Development District 1
SAAS Agreement**



OTORide SAAS Agreement

Cost Summary (USD)

App Set-Up Fee: \$5,000

A total fee of **\$5,000** is due for the setup of the Rider App, Admin Control Panel, and Operator App, which will be customised to the specific branding requirements. This fee will be paid once.

Monthly Fee:

Monthly Subscription Fees (minimums): \$200

Regardless of the operational state of the vehicle, the customer has to pay a monthly, non-refundable fee for each vehicle that appears in the vehicle section on the Customer's dashboard.

Scale Plan
\$10/Vehicle/Month

Service Period: 3 years.


Delivery Date (approx.): 2 weeks.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement was entered into on 12 December 2024 between **OTORide** - A Product of Magnushub Ltd and **Tradition Community Development District #1**, located at 2501 A Burns Rd Palm Beach Gardens, FL 33410, USA. This Agreement includes and incorporates **Addendum No. 1 To Saas Services Agreement Between Otoride And Tradition Community Development District No. 1**, together with the attached **Terms and Conditions** (which contains, among other things, warranty disclaimers, liability limitations and use limitations),

Index -1: Explanation of Project

Index - 2: Support Policies.

Signature	 MagnusHub Ltd. Chairman	
Contact Person	Reduanul Islam Bhuiyan	B. Frank Sakuma
Designation	Co-Founder & CEO	Chair, Board of Supervisors

There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Index 1: Explanation of Project

The table below is a non-exhaustive list of certain key activities required for the Services to be delivered as part of this Agreement, and the associated party's responsibility to perform each activity. Any responsibility assigned to the Customer can be treated as a dependency for the Company to complete timely delivery of service or execute service delivery to the Service Levels specified in this Agreement.

Category or Activity	OTORide's Duty	Client's Duty
Implementation Services		
Customer Onboarding		
Send introductory kick-off email to Customer	✓	
Provide Customer with a single point of contact to walk Company through Customer Onboarding process, details, and requirements	✓	
Provide unique, proprietary application name		✓
Provide unique, proprietary application logo source file		✓
Provide color scheme details		✓
Provide high-resolution images of onboarding screens detailing instructions on how the system is to be used, including short descriptions	✓	
Provide a short (80 characters) and full (4,000) character description of the application to be displayed in the App Store and Play Store		✓

Host Company's Privacy Policy URL and Terms & Conditions URL on Customer's website		✓
Build and host frequently asked questions (FAQ) on Customer's website		✓
Host the customer support URL, and provide a support email account and password for support tickets		✓
Provide a list of keywords, used to search the App Store or Play Store for the Customer's application		✓
Set up and provide the Company with access to Play Store and App Store Customer accounts	✓	
Purchase vehicles and provide all relevant details in a spreadsheet		✓
Purchase all hardware required for a fully operational system (e.g., IoT device, SIM cards)		✓
(If chosen vehicles have not been integrated in the OTORIDE platform) Send two vehicles and associated devices for integration to the Company, at the Customer's cost		✓
Provide the Company with the Customer's credit card information to be billed upon going live and commencement of Support Services		✓
Monitor completion of all Customer Onboarding activities	✓	

Mobile Application Development	OTORide's Duty	Client's Duty
Provide mobile application for both iOS and Android devices, with all features outlined in the Statement of Work below	✓	
Integrate the Customer's logo, onboarding images and colour scheme into the application	✓	
Provide an SMS One Time Password registration system	✓	

Web Dashboard Management	OTORide's Duty	Client's Duty
Provide admin and manager user roles to the Web Management Dashboard, with all features outlined in the Statement of Work below	✓	
Build user information management capabilities	✓	
Provide vehicle information management	✓	

Launching and Go-Live	OTORide's Duty	Client's Duty
Thoroughly test the application prior to releasing it to the app store	✓	✓
Compile a list of "bugs" in writing and provide it to Company	✓	✓
Add vehicles to the dashboard		✓
Release mobile application to App Store and Play Store	✓	

Request the Company publish the application to the public App Store and Play Store	✓	
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Support Services		
Ongoing Services and Maintenance	OTORide's Duty	Client's Duty
Make available resources and all applicable hardware for testing and debugging	✓	
Provide all public updates to the software	✓	
Adding additional vehicles to the dashboard		✓
Provide occasional software version upgrades and bug fixes	✓	
Test all changes to the application before having it uploaded to the app store	✓	
Manage App Store and Google Play Store app listings	✓	
Pay Google Maps Cost	✓	
Pay for all SMS One Time Password fees		✓
Pay for Payment Gateway(Stripe) for App Monthly Charge		✓
Third party tool monthly Cost		✓

Software Features

Admin Control Panel (Desktop + Mobile Responsive)	Analytics, Predication Monitoring
	Fleet, Pay Per Go Pricing Plan, Long Rental Pricing Plan, Tax Plan Management
	Org Employee Franchise, Operators, Top up Agents, Rent Station Owner specific personalised management panel
	Role and Permission Management
	IoT, Scooter, Bike, eBike, Mopeds Management and all event log monitoring
	Live Map for real-time vehicle tracking and monitoring
	Service Area, Parking area, Rent Station Area, Slow Speed Area, Restricted Area Management
	Payment(Subscription, Top Up, Sign Up, Referral) , Revenue(Trips, Penalty), Trigger Payment Management
	Rider Management
	Trips and Rental Management and Event Log Monitoring
	Subscription/Pass, Promotion, Voucher Management
	Marketing Campaign Management
	Client Report and Ticket Management
	Email Template Customisation
Operator Task Management	

	Rider Behaviours Related to Point Management
	Emergency vehicle, rider, trip event log notification management
	Multi-Currency and Multi-Language Support
	250 + Org Settings Management

IoT and Vehicle Integration	Full Remote Control of the vehicle
	Segway
	Custom IoT Integration Supports

	Full App Customisation as per Branding
	Real-time Vehicle location
	Reserve a Vehicle before taking a ride
	Digital Wallet, Debit/Credit Card, Apple Pay, Google Pay
	Promotion
	Notification
	Multi-Language support

Rider App (Android + iOS)	Multi-Currency support
	Points for behaviours
	Referral Earning
	Voucher as Credit or Trip
	Promotion(Percentage, Flat, Free)
	Subscription/Pass/Special Credit (Daily, Weekly, Monthly, Yearly) as Credit or Trip Duration
	Upload End Ride Photo
	Pause Ride
	Long rental
	Group Trip
	Report for any issue before the trip, during the trip, or after the trip

Customised App as per Branding
Real-time Vehicle Routing
Filter Vehicle by Issue Type
Pick Up Vehicle

Operator App (Android + iOS)	Report Problematic Vehicle
	Smart Task Management
	Earning Details
	Point Details
	Release Spot Management

Payment	Pay per ride or Top-up wallet
	Any type of Credit cards
	Multi-currency support
	Custom Payment Gateway Integration
	Integrated with Stripe which is supported by Apple Pay, Google Pay, My Fatoora, Klarna, Paypal etc.

Rider Growth	Push notifications
	Promo codes and voucher campaigns
	Referral program (give a ride, get a ride)
	Monthly, Weekly, Weekend Pass Offer

	Integrated e-mail marketing
	SMS notifications

Security	Anti-theft alarms
	Integrated smart or manual locks
	Integrated anti-fraud algorithm
	Alert notification system
	Auto-block suspicious users

Supported Business Model	Free Floating Vehicle Sharing
	Station-Based Vehicle Sharing
	Rental Store Based Sharing
	Long Rental of any kind IOT Enabled and Non-IOT Enabled Hardware
	Peer-To-Peer Vehicle Sharing
	Private Vehicle Sharing
	University or Campus based sharing

Index 2: SUPPORT TERMS

This policy outlines OTORIDE's support practices and resources. It also identifies your support obligations to your customers.

Technical Support

OTORIDE support DOES include:

- Answering questions about OTORIDE services and features
- Advice regarding best practices for fleet management (as available)
- Troubleshooting OTORIDE services and products
- Limited support of third-party applications, services and frameworks

OTORIDE support DOESN'T include:

- Fleet operations and deployment
- Specific users' rides
- Troubleshooting hardware
- Performing manual system administration tasks

Support Business Hours

OTORide business hours are from 6 AM - 8 PM German Time, excluding local holidays. The OTORide Support team will be available 24/7 on WhatsApp.

OTORide will determine the severity level of each reported incident. OTORide strives to respond to and resolve incidents as quickly as possible. Expected response times are detailed in the following chart. First-response time refers to OTORide personnel receiving and acknowledging your incident and beginning mobilization and development of a resolution. In order to resolve issues, Client resources must be made available and reasonable cooperation must be provided as required.

Severity	First Response Time	Description
General Guidance	1 business day	The customer has a general development question or wants to request a feature.
System impaired	1 business day	Non-critical functions of the Customer's application are behaving abnormally. This does not extend to any hardware or network-related issues.
Production system impaired	4 hours	Important functions of the Customer's application are impaired or degraded. This does not extend to any hardware or network-related issues.
Production system down	1-3 hour	The customer's business is significantly impacted. Important functions of the Customer's application are not available. This does not extend to any hardware or network-related issues.

Depreciation

We will announce if we intend to discontinue or make backwards incompatible changes to any Service. We will always try to give you as much time as possible to make any necessary modifications to your applications or processes. This policy does not apply to versions, features, and functionality that we label as “beta” or “experimental.”

Documentation

We may provide documentation for the Services and their use. Our documentation may specify restrictions on how Applications may be built or configured, or how Services must be configured. You agree to comply with any such restrictions as specified.

End User Support

You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User for the provision of such services.

Monitoring

OTORIDE’s systems are continuously monitored by automated systems and health checks. In the event of any issue that adversely affects the performance, security, reliability, or integrity of the Services, we will receive notification and respond immediately.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, the Company will use commercially reasonable efforts to provide Customer Services. As part of the registration process, the Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 License to Use Software Subject to the terms of this Agreement, OTORide grants the Customer a limited, non-exclusive, non-transferable license to access and use the OTORide platform and associated services for the duration of this Agreement. This license is solely for the purpose of operating the Customer's vehicle-sharing business as outlined in this Agreement.

1.4 Ownership and Proprietary Rights: The Customer acknowledges that all rights, title, and interest in and to the OTORide platform, including any software, technology, and intellectual property, remain with OTORide. The Customer does not acquire any ownership rights to any part of the software, platform, or underlying technology by entering into this Agreement. The Customer's rights are limited to the use of the software as provided by this Agreement, and all such rights shall terminate upon the termination of this Agreement.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be in violation of the foregoing.

2.3 Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after ten(10) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, including, without limitation, information subject to disclosure under Florida’s Public Records Act, Chapter 119, Florida Statutes.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom, but excluding any “personal identification information” as defined in section 817.5685, Florida Statutes), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and

corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customers will pay Company the applicable fees described in the Order Form for the Implementation Services and Support Services in accordance with the terms therein, plus all sales taxes associated with the Services. If the number of vehicles in the Customer's dashboard exceeds the number of vehicles for which they were billed, the Customer agrees to pay for the additional vehicles not represented in the previous billing period. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon forty-five (45) days prior notice to Customer which will be sent in writing. Email will constitute a written submission. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's Finance department.

4.2 The Company will bill Customers by invoice, in which case, full payment for invoices will be charged on file upon invoice issuance. In the event that Customer's payment can not be processed immediately upon invoice issuance, Customer must provide alternate payment details and payment must be received by Company twenty one (21) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5 % per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Nonpayment will be deemed to have occurred if the invoice is not paid within the aforementioned ten(10) days, at which point in time Company may choose to withhold delivery of Services until payment is received in full plus additional reactivation penalty fees at the discretion of the Company, not precluding Company to exercise termination rights set forth in Section 5.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least forty five(45) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon forty five(45) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Should the Customer wish to terminate this Agreement prior to the end of the Term, the Customer will pay in full for the Services up to and including the last month on which the Services are provided, as well as a termination penalty equivalent to 50% of the remaining Agreement value (irrespective of whether Support Services Fees have started). Company will remotely disable the Customer's software environment and disconnect their vehicles.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.5 If the contract is terminated due to government legislation prohibiting the use of the units in the jurisdiction within which the business operates, the party affected by such legislation shall have the right to terminate the contract. In such a scenario, the party affected by the legislation shall only be obligated to pay for the services provided under this contract up until the end of the current operating season, which shall be defined as the last day of October in the year in which the ban occurs. Any payments made beyond that date shall be reimbursed to the affected party within 60 days of the contract termination.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any world-wide patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing

provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

9. DISPUTE RESOLUTION

9.1 If any dispute or controversy occurs between the Company and Customer relating to the interpretation or implementation of any of the provisions of this Agreement, the Customer and Company agree to a negotiation period of hundred(100) days before pursuing any other proceedings. All terms of service, agreements, and fees detailed within this contract will be applicable during this time.

Subject to the negotiation provisions set out above and if no resolution has been obtained, the dispute will be resolved by arbitration. Customer or Company may serve notice of its desire to refer a dispute to arbitration, to take place at the American Arbitration Association office located closest to Customer's principal place of business. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including each party's reasonable attorneys' fees and costs), shall be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between the parties in such proportion as the arbitrator(s) determine(s) to be equitable and shall be awarded as part of the arbitrators' award.

Thank You



**ADDENDUM NO. 1 TO SAAS SERVICES AGREEMENT
BETWEEN OTORIDE AND TRADITION
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

THIS ADDENDUM NO. 1 (“Addendum”) is made as of the _____ day of _____, 2025, by and between **Tradition 1 Community Development District** (“Customer” or “District”), and **OTORide - A Product of Magnushub Ltd**, a foreign corporation, (“OTORide”) for the purpose of amending and supplementing the SAAS Services Agreement dated 16 January, 2025 (the “Agreement”) to the extent necessary to comply with legal requirements under the Laws of Florida.

In consideration of the mutual promises contained in this Addendum and contained within the Agreement (collectively referred to as “the Contract Documents”), Customer and OTORide agree as follows:

SECTION 1 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, OTORide certifies that it and its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 2 – SCRUTINIZED COMPANIES

OTORide certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the District may immediately terminate this Agreement at its sole option if OTORide or any of its subcontractors are found to have submitted a false certification; or if OTORide or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

OTORide agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. OTORide agrees that the certifications in this section shall be effective and relied upon by the District for the term of this Agreement, including any and all renewals, OTORide agrees that if it or any of its subcontractors’ status changes in regard to any certification herein, OTORide shall immediately notify the District of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 3 – PUBLIC RECORDS

OTORide shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (1) Keep and maintain public records required by the District to perform the service.
- (2) Upon request from the District’s custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Auditor does not transfer the records to the District.

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

IF OTORIDE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: (877) 737-4922, 2501A Burns Rd, Palm Beach Gardens, FL 33410, bsakuma@sdsinc.org.

SECTION 4 – E-VERIFY

To the extent that OTORide establishes a United States presence or provides employees to perform services within the United States, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, OTORide shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and require that all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the District terminates this Agreement under Section 448.095(2)(c), Florida Statutes, OTORide may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the Agreement.

SECTION 5 - COERCED LABOR AND SERVICES AND FOREIGN COUNTRY OF CONCERN.


Pursuant to section 787.06(13), Florida Statutes, and section 287.138, Florida Statutes, as amended from time to time, OTORide shall have an authorized officer or representative execute the attached affidavit (incorporated herein) under penalty of perjury (1) attesting that OTORide

does not use coercion for labor or services as defined in section 787.06; and (2) attesting to statements addressing entities of foreign countries of concern as required under section 287.138.

SECTION 6 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed as of the day and year set forth above.

Signature	 MagnusHub Ltd. <hr/> Chairman	
Contact Person	Reduanul Islam Bhuiyan	B. Frank Sakuma
Designation	Co-Founder & CEO	Chair, Board of Supervisors

**AFFIDAVIT OF REDUANUL ISLAM
ON BEHALF OF OTORIDE.**

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared **Reduanul Islam**, as the **Chief Executive Officer (CEO)** of **OTORIDE – A product of MagnusHub Ltd.**, who, being duly sworn, deposes and says:

I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

I am an officer or authorized representative of **MagnusHub Ltd.** MagnusHub Ltd. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Pursuant to section 287.138, Florida Statutes, **MagnusHub Ltd.**, is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Provider. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.


MagnusHub Ltd.
Chairman

Reduanul Islam
Chief Executive Officer
OTORIDE – A product of MagnusHub Ltd.

To: Board of Supervisors
From: Jesse Wargo, Assistant District Manager
Date: January 17, 2025

Board Meeting Date: February 5, 2025

SUBJECT

Consider Purchase & License Agreement Between Kuhmute Inc., and Tradition CDD No. 1 for E-Bike Charging Hubs.

STAFF RECOMMENDATION

Staff recommends Approval Purchase & License Agreement between Tradition CDD No. 1 and Kuhmute, Inc. for E-Bike Charging Hubs.

GENERAL INFORMATION

This purchase and license agreement is for the purchase of 3 (three) 4-Port E-Bike Hubs, for Acton E-Bikes. The 12 Acton E-Bikes are the fleet of e-bikes used in the Tradition In Motion (TIM) program.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and provided a draft final agreement with addendum for consideration by the parties.

FUNDING REVIEW

The cost of the Hubs, one-year data plan and shipping total \$18,400.

Funds will be expensed to Community Area Maintenance (FY24/25 \$140,000).

Attachments

PURCHASE & LICENSE AGREEMENT

THIS PURCHASE & LICENSE AGREEMENT (this “Purchase Agreement”) is made as of the 17th day of January, 2025 (“Effective Date”), by and between **KUHMUTE, INC.**, a Delaware corporation located at 419 Golf View Lane, Rochester, MI 48309 (“KUHMUTE”) and Tradition Community Development District #1 (“Customer”), having a place of business located at 2501 A Burns Rd, Palm Beach Gardens, FL 33410.

RECITALS

A. Customer desires to purchase certain Equipment (as described in Exhibit A) and license certain Intellectual Property (as described in Exhibit A) for use by it at the Location.

B. KUHMUTE is willing to sell the applicable Equipment and license the Intellectual Property to Customer subject to the following mutually agreed upon terms and conditions.

AGREEMENT

1. Definitions. The terms “Hubs” shall mean the Equipment and Intellectual Property components combined in a single, stand alone hub more particularly described in Exhibit A. The term “Equipment” shall mean the equipment sold hereunder as more specifically set forth in Exhibit A. The term “Intellectual Property” shall mean all of KUHMUTE’s intellectual property that shall be licensed to Customer as more specifically set forth in Exhibit A. All other capitalized terms used herein shall have those meanings ascribed to them by the context or the reference of the sentence in which such terms occurs, or as may otherwise be defined in Exhibit B.

2. Purchase of Equipment; License of Intellectual Property. Customer hereby agrees to purchase, and KUHMUTE hereby agrees to sell the Hubs as set forth herein. The sale of Equipment and the License of Intellectual Property is subject to payment of the purchase price (“Purchase Price”) set forth in Exhibit A and the General Terms and Conditions for the Sale as set forth in Exhibit B. All equipment purchased is not available for resale by the Customer. All Hubs purchased are non-exclusive to any shared fleet, rideshare, mobility service provider, etc. and will be available for personally owned versions of these scooters, ebikes, wheelchairs, delivery robots, etc. with an approved KUHMUTE vehicle adapter to also park and charge at an hourly rate, if any rate is set by purchaser.

3. Payment of Purchase Price. Customer shall pay KUHMUTE half of the Purchase Price for the Hubs upon the execution of this Purchase Agreement in immediately available funds, Net 7 days, with the remaining balance completed before shipping. Unless otherwise set forth on Exhibit A, the Purchase Price does not include, and Customer shall timely pay when due:

- a. Freight, insurance and, if applicable, custom duties for delivery of the Equipment to each Customer Location.
- b. Installation of Equipment at the Customer Location.

- c. All taxes that relate to the acquisition or use of the Equipment, the Intellectual Property, including sales, use, VAT and property ad valorem taxes (if any); and
- d. Cellular data plan of \$10 monthly per port of each Charging Hub starting immediately after activation

4. Location. KUHMUTE shall deliver the Equipment to the Customer Location. Customer shall be responsible for preparing the Customer Location for installation of the Hubs and shall maintain the Customer Location in accordance with KUHMUTE's recommended guidelines.

5. Maintenance and Support. KUHMUTE will provide limited maintenance and support to Customer for the Hubs. A one (1) year warranty is included for the functionality of the hub for parts that have failed due to reasonable causes, and a 90 day warranty for the aesthetic & cosmetic features of the hub. Spare parts will be available for purchase when outside of the warranty window.

6. Enhancements. So long as Customer purchases the maintenance and support services, KUHMUTE will make Enhancements available to purchase to Customer as, when and on the terms that KUHMUTE makes such Enhancements available in general to its other customers.

7. Documentation. KUHMUTE will provide one set of the Documentation for the Hubs to Customer on the Acceptance Date and Customer shall issue its receipt therefor. KUHMUTE will provide Customer with updated versions of the Documentation as and when KUHMUTE makes such updated versions available generally to its customers, without charge, provided that Customer returns all copies of the prior Documentation. KUHMUTE will further make available additional copies of the Documentation from time to time at the request of Customer and for the price generally charged by KUHMUTE at such time.

8. Entire Agreement. This Purchase Agreement consists of this Agreement and the following documents, all of which are incorporated herein by reference and made an integral part hereof:

- a. Exhibit A: Charging Hub Description.
- b. Exhibit B: General Terms and Conditions of Sale
- c. Addendum No. 1 to Purchase & License Agreement.

This Agreement, including the above referenced schedules, sets forth the entire understanding of the parties hereto, and supersedes all prior agreements, negotiations, representations and discussions regarding the subject matter hereof. In the event of a conflict between the terms of any other agreement, the terms of this Agreement, as modified by Addendum No. 1, shall prevail.

[SIGNATURES ON THE FOLLOWING PAGE]

Signed this day and year set forth above for PO# I241128001

KUHMUTE, INC.

Customer: Tradition Community Development #1

By: *Sherwin Prior*

By: _____

Its: CEO _____

Its: _____

EXHIBIT A

CHARGING HUB DESCRIPTION

The charging hub generally comprises one or more legs configured to support a charging beam. The charging beam may include one or more charging ports as further defined herein.

The charging hub is configured to dock and charge numerous types of small electric vehicles, including but not limited to scooters, bikes, skateboards, and the like. The charging hub further provides tracking, feedback, and other features as further set forth below.

The charging beam comprises a bar or length of rail, generally horizontally arranged with respect to the supporting surface of the legs. The charging beam may include one or more ports spaced apart along the beam. Each port may be configured to connect to a charging adapter. The adapter may be mechanically and electrically connected to an electrically powered vehicle. The port will provide power to the adapter, and thus the vehicle and any accompanying battery or vehicle systems, when the adapter is properly connected to the port as described herein.

The adapter generally comprises an outer housing that is configured to electrically and mechanically connect with the port. The housing may be formed of any appropriate material, such as plastics or metals, and may be appropriately sealed to protect internal components from weather and environmental conditions. The housing may be sized and shaped to match and interface with the port. The port may comprise a concave rectangular, round, or other shaped opening, having a back surface and two interior side surfaces. These surfaces may be formed by a weather guard positioned about the interior of the port and configured to protect internal components of the port from the environment. The adapter may comprise a similarly shaped rectangular, round, or other shaped housing having a front face and two side surfaces. The housing may fit within the port opening during charging and docking of the vehicle such that the front face engages the back surface and the two adapter side surfaces are contained within the port interior side surfaces.

The hub may be configured to lock a vehicle in place during charging and docking. For example, each port may include one or more solenoid locks such as two locks arranged at opposite points on the interior side surfaces. The locks may be moveable between extended and retracted positions. The locks may be electrically controlled by the hub, such as solenoid activated, and may be extended or retracted based on other sensed parameters, as discussed further below.

The adapter may include a pair of lock openings positioned on the side surfaces. The openings may be aligned with the locks when the adapter is seated and docked in the port. The openings may receive the locks therein to lock the adapter, and associated vehicle, in place into the charging hub during charging and docking.

Vehicle Adapters

Number Serviced: 12

Type/Model: Acton E-bike

Configuration of Hubs & quantity:

2 Port Hub 0

4 Port Hub 3

6 Port Hub 0

Price Per Port:

\$1,275.00 \$15,300.00

Warranty Program Per Hub

1 Year Limited Warranty (Free) 1

SHIPPING ADDRESS:

Tradition Community Development District #1
10183 SW VILLAGE PKWY, PORT ST. LUCIE, FLORIDA 34987

NOTES:

The invoice includes 12 months of IoT cost: \$1,440.00 and 12 Adapter brackets at \$55.00 each (\$660.00 total).

EXHIBIT B

GENERAL TERMS AND CONDITIONS OF SALE

THESE GENERAL TERMS AND CONDITIONS are incorporated by reference in, and become an integral part of, the Purchase & License Agreement entered into by KUHMUTE, Inc. (“KUHMUTE”) as Seller/Licenser and a Purchaser/Licensee (“Customer”).

1. Definitions. As used in these General Terms and Conditions and in the Purchase Agreement, the following terms shall have the following meanings:

1.1 Acceptance Date. The date on which the Customer accepts the Hubs as provided in Section 8.4 of these General Terms and Conditions.

1.2 Authorized Employees. Employees of Customer who have been trained in the maintenance and use of the Hubs by KUHMUTE or by other personnel of Customer who have been trained by KUHMUTE.

1.3 Completion Date. The date of KUHMUTE’s notification to Customer of complete installation and connection of all components of the Hubs as described in Section 8.3 of these General Terms and Conditions.

1.4 Confidential Disclosure Agreement. The Mutual Confidentiality and Non-Disclosure Agreement heretofore executed by KUHMUTE and Customer and incorporated into the Purchase Agreement.

1.5 Customer Provided Equipment and Environment. The ancillary equipment and hardware to be acquired or modified and the services to be performed by Customer as set forth on Exhibit A to the Purchase and License Agreement, or as may be otherwise directed by KUHMUTE.

1.6 Documentation. The informational materials, including the Specifications, KUHMUTE furnishes to Customer to assist in the maintenance, operation and support of the Hubs.

1.7 Enhancements. New releases and other additions to or modifications to the Hubs which KUHMUTE makes available generally to its customers.

1.8 Equipment. Those components of the Hubs consisting of personal property sold by KUHMUTE to the Customer and set forth on Exhibit A.

1.9 Intellectual Property Rights. All patents, copyrights, trademarks, know-how, and trade secrets owned by or licensed to KUHMUTE and all other rights of KUHMUTE to exclude or prevent third parties from engaging in defined commercial activities absent a license from KUHMUTE.

1.10 Improvements. Any improvements, enhancements, or modifications made to the Hubs whether made by Customer or KUHMUTE.

1.11 License. The license granted by KUHMUTE in the Purchase Agreement to Customer with respect to the Intellectual Property and the Documentation.

1.12 Location. The establishment or establishments in which Customer conducts or will conduct the charging stations as set forth in Exhibit A.

1.13 Specifications. The technical designation of the Equipment contained in the Documentation.

1.14 Term. The term of the license as set forth in Section 10.1 of these General Terms and Conditions.

1.15 Purchase Price. The aggregate amount paid or payable by Customer to KUHMUTE as set forth on Exhibit A.

2. Purchase Agreement

2.1 Incorporation. These General Terms and Conditions are incorporated into a Purchase Agreement between KUHMUTE and Customer by the reference in such Purchase Agreement to these General Terms and Conditions.

2.2 Conflict. In the event of direct conflict between these General Terms and Conditions and provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

3. Sale of Equipment

3.1 Purchase. Pursuant to the Purchase Agreement, KUHMUTE has agreed to sell, and Customer has agreed to purchase, the Equipment for the Purchase Price designated on Exhibit A. Customer shall pay the Purchase Price to KUHMUTE in immediately available funds as specified in accordance with the terms set forth in Section 3 of the Purchase Agreement.

3.2 Title, Risk of Loss. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, KUHMUTE HEREBY EXPRESSLY RESERVES TITLE TO THE EQUIPMENT PURCHASED HEREUNDER UNTIL FULL PAYMENT OF THE PURCHASE PRICE IS RECEIVED BY KUHMUTE. Customer shall have physical custody of and responsibility for the Equipment, and shall bear all risk of damage to or destruction of the Equipment commencing on the date of delivery of the Equipment to Customer. Until payment of the Purchase Price is received, Buyer shall hold the Equipment purchased hereunder for the account of KUHMUTE. Customer shall, moreover, insure the Equipment for the benefit of KUHMUTE until such time as full payment of the Purchase Price has been received by KUHMUTE.

4. Security Agreement/Default/Waiver

4.1 Security Interest in Equipment. If, notwithstanding the express intent of the parties hereto that KUHMUTE reserves title to the Equipment sold until full payment of the Purchase Price is received by KUHMUTE, it is determined for any reason that the Agreement hereby created is one intended as security, then this Agreement shall constitute a security agreement pursuant to Article 9 of the Uniform Commercial Code in which Customer hereby grants to KUHMUTE a purchase money security interest in the Equipment sold by KUHMUTE under this contract, all proceeds thereof, and all additions and accessions thereto.

4.2 Perfection, Continuation, Termination of Security Interest. Customer agrees, on the demand of KUHMUTE, to do any acts necessary to effectuate the provisions of this Agreement, execute any written instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of KUHMUTE, to retain possession of the products during the existence of KUHMUTE's purchase money security interest and not sell, assign, exchange, loan, deliver, lease, mortgage, hypothecate, or otherwise dispose of same without prior written consent of KUHMUTE. This section only pertains to items outlined in Exhibit A.

4.3 Default. The following shall constitute a default by Customer:

- 4.3.1 failure to pay the balance due when due;
- 4.3.2 subjection of the Equipment to levy or other judicial process;
- 4.3.3 the levy, seizure or attachment of the Equipment or any part of it;

4.3.4 dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against Customer or guarantor or surety for Customer; or

- 4.3.5 breach of any other terms and conditions of this Purchase Agreement.

4.4 **Default and Demand.** Upon any default by the Customer at the option of KUHMUTE, the balance due (if any) shall immediately become due and payable in full without notice or demand and KUHMUTE shall have all the rights, remedies, and privileges with respect to repossession, retention, and sale of the products and disposition of the proceeds accorded by the applicable sections of the Uniform Commercial Code or applicable law respecting “default”. Upon any default and upon demand, Customer shall make the Hubs available to KUHMUTE at the place and time designated in the demand. The Customer shall remain liable for any deficiency resulting from a sale of the Hubs and shall pay any such deficiency forthwith on demand.

4.5 **Waiver.** Waiver of or acquiescence in any default by KUHMUTE, or failure of KUHMUTE to insist upon strict performance by the Customer of any agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

5. Title; Improvement to Hubs.

5.1 **Title.** Title to the Intellectual Property and the Documentation, Enhancements, adaptations and to any modifications thereto, including derivative works, shall at all times remain with KUHMUTE.

5.2 **Improvements.** Any Improvements made to the Hubs shall be owned by KUHMUTE. Customer shall promptly disclose and hereby assigns to KUHMUTE any Improvements made to the Hubs by Customer. In return, KUHMUTE grants and conveys to Customer a non-exclusive, royalty-free, revocable license and right to use any of Customer's Improvements to the Hubs.

6. License.

6.1 **Grant.** Upon and subject to the terms and conditions of the Purchase Agreement and subject to timely payment when due of the Purchase Price and all other amounts owing to KUHMUTE during the Term, KUHMUTE grants to Customer a site-specific, non-exclusive, non-transferable license during the Term to use the Intellectual Property, and Enhancements solely by Authorized Employees, solely in conjunction with use of the Equipment, and solely for the purpose and at the Location specified in the Purchase Agreement.

6.2 **Customer Obligations.** Customer acknowledges and agrees:

6.2.1 that use of the Intellectual Property is limited to Customer only;

6.2.2 that it will restrict use of the Intellectual Property to the scope of the application package and to the Customer’s internal business operations only;

6.2.3 to not transfer or duplicate the Intellectual Property;

6.2.4 to not use the Intellectual Property for any purpose outside the scope of the grant of the license from KUHMUTE;

6.2.5 to comply fully with all relevant export law and regulations of the U.S. and other applicable export and import laws; and

6.2.6 upon termination of this Agreement to discontinue use and destroy or return all copies of any documentation relating to the Intellectual Property.

6.3 No Other Rights. Customer acknowledges that the only rights in or to the Intellectual Property granted by KUHMUTE to Customer are those rights specified in this Section 6 and that KUHMUTE hereby grants such rights only to Customer.

7. Warranties.

7.1 Equipment. KUHMUTE warrants, effective as of the Acceptance Date, that all portions of the Equipment manufactured by KUHMUTE conform to the Specifications and are and will be, for the period ending ninety (90) days after the Acceptance Date, free from material defects in materials and workmanship.

7.2 Intellectual Property Rights. KUHMUTE warrants that it knows of no claim by any person that its and Customer's use of the Intellectual Property infringe the United States patent or United States copyright of such person. In the event that any person shall claim, or threaten Customer with an action seeking damages for infringement of such rights by reason of Customer's use of the Intellectual Property, Customer shall give KUHMUTE immediate written notice of such claim or threat and shall tender to KUHMUTE the defense thereof. KUHMUTE then, at its option and at its expense in defense of any such claim or threat, may: (i) defend against such claim; (ii) purchase or otherwise acquire the right for Customer to use the Intellectual Property free of such claim; or (iii) change, modify, delete or replace any portion of the Intellectual Property to avoid the infringing use, provided that such change, etc., shall not materially lessen the functionality or performance of the Intellectual Property.

7.3 Limitation on Warranties. KUHMUTE shall have no responsibility or liability under or with respect to the foregoing warranties for a functional or operational failure of the Equipment or the Intellectual Property resulting in whole or in part from:

7.3.1 Customer's non-compliance with the operating instructions or the Documentation;

7.3.2 inaccurate input of data;

7.3.3 use by a person not sufficiently trained or qualified for such use;

7.3.4 acts or omissions caused by third parties;

7.3.5 modification, alteration or replacement of the Equipment or Intellectual Property, casualty, misuse, failure of climate control, electrical failure or surge, or otherwise other than in accordance with this Purchase Agreement, the Documentation, and, as to the Equipment, the manufacturers' operating directions.

7.4 EXCLUSIVE WARRANTIES. THE WARRANTIES CONTAINED IN THIS SECTION 7 AND THE REMEDIES SET FORTH IN SECTION 14 ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES GIVEN BY KUHMUTE WITH RESPECT TO THE EQUIPMENT, THE INTELLECTUAL PROPERTY AND THE USE THEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7,

KUHMUTE MAKES NO WARRANTY OR REPRESENTATION, AND CUSTOMER RELIES UPON NO WARRANTY OR REPRESENTATION EXPRESS, IMPLIED OR STATUTORY AS TO THE CONDITION, QUALITY, PERFORMANCE, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE EQUIPMENT OR THE INTELLECTUAL PROPERTY.

7.5 Breach of Warranty. In the event of the breach of any warranty contained in Section 7.2, the sole obligation of KUHMUTE to Customer shall be to correct or replace Equipment which fails to conform to such warranty. Any such correction or replacement shall occur within a commercially reasonable amount of time. The provisions of Section 14 apply to all claims of breach of warranty.

8. Installation; Acceptance.

8.1 Customer Provided Equipment and Environment. Customer, at its own expense, will improve the Location and assemble and install the Customer Provided Equipment and Environment as directed by KUHMUTE.

8.2 Installation Schedule. Customer will assemble and install the Hubs at the Location according to an installation schedule to be agreed upon by KUHMUTE and Customer. In the event that Customer does not complete its undertakings under Section 8.1 prior to the scheduled date for commencement of installation, the schedule for KUHMUTE's completion of its undertakings under this Section 8.2 will be extended for a reasonable period of time, not less than the delay in Customer's completion of its undertakings, required by the effect of the delay on KUHMUTE's installation schedule. Any costs associated with installation shall be borne by Customer.

8.3 Completion. At such time as all system components to be supplied by KUHMUTE have been installed, KUHMUTE is satisfied that the Hubs have adequately been demonstrated to function appropriately, and onsite installation support and training is completed, KUHMUTE shall notify Customer the work is completed, such date being the "Completion Date". After the Completion Date, the fully installed Hubs shall not be moved without the prior written consent of KUHMUTE and Customer shall indemnify and hold KUHMUTE harmless from any injury or loss sustained from any unauthorized movement.

8.4 Acceptance. Customer will have accepted the Hubs if, after a reasonable opportunity to inspect the Hubs, Customer notifies KUHMUTE that, subject to Section 8.5, it accepts the Hubs or if, within a reasonable opportunity to inspect not greater than thirty (30) days after the Completion Date, Customer shall not have given KUHMUTE notice of rejection of the Hubs. The date of expiration of such thirty (30) day period, or, if earlier, the date of Customer's notification of acceptance is the "Acceptance Date."

8.5 Effect of Acceptance. Acceptance by the Customer affirms that the Hubs Performs in all material respects, but does not connote that there are not minor defects or "bugs." KUHMUTE continues after acceptance to have the obligation to work diligently with Customer toward the elimination of bugs.

9. Training; Maintenance; Insurance.

9.1 Maintenance. KUHMUTE will provide limited service and maintenance until the Acceptance Date. After the Acceptance Date, KUHMUTE will continue to provide Customer such maintenance and support services over the air and assist with any inquiries of the Customer to the extent possible. Other than as set forth in this Section 9, KUHMUTE shall have no obligation of training, support and maintenance with respect to the Hubs.

9.2 Customer Responsibility. Customer is solely responsible for selecting and using any system and services to meet Customer's needs and for establishing reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of data, or unauthorized access.

9.3 Insurance. Customer shall maintain property insurance policies on all of the Hubs reasonably acceptable to KUHMUTE at all times in an amount at least equal to the value of the Hubs, and KUHMUTE shall be an additional named insured on any such policy. Customer shall also maintain commercially adequate liability insurance policies on all of the Hubs in an amount not less than \$1,000,000 for each instance and \$2,000,000 in the aggregate, and KUHMUTE shall be an additional named insured on any such policy.

10. Term; Termination.

10.1 Term. The Term of the License shall commence on the Acceptance Date and shall continue, unless earlier terminated pursuant to this Section 10, until Customer's cessation for more than thirty (30) days of use of the Equipment at the Location.

10.2 Termination by Customer. Customer may terminate the License upon written notice to KUHMUTE in the event that KUHMUTE shall have committed a breach of its obligations under this Purchase Agreement and such breach shall have continued uncured for thirty (30) days after receipt by KUHMUTE of written notice specifying such breach unless, if such breach is not capable of remediation within such thirty (30) day period, KUHMUTE shall have commenced and thereafter have diligently pursued appropriate remedial action.

10.3 Termination by KUHMUTE. KUHMUTE may terminate the License upon written notice to Customer in the event that: (i) Customer shall have failed to pay when due any moneys due and owing to KUHMUTE and such failure shall continue uncured for ten (10) days after written notice; (ii) Customer shall have failed to pay any amounts due and owing to KUHMUTE within ten (10) days after the due date (calculated without regard to written notice) more than three times in any eight consecutive payment periods; or (iii) Customer shall have committed a breach of any of its other obligations under this Purchase Agreement unless, if such breach is not capable of remediation within such thirty (30) day period, Customer shall have commenced and thereafter have diligently pursued appropriate remedial action.

10.4 Insolvency. Either party may terminate the License upon written notice to the other party if the other party ceases to conduct its present business, makes an assignment for the benefit of creditors, suffers the appointment of a receiver for all or a major portion of its business, or is subject to bankruptcy or insolvency proceedings brought by it or brought against it which are not dismissed within sixty (60) days.

10.5 Effect of Termination. If the License is terminated by expiration of the Term or by KUHMUTE under Sections 10.3 or 10.4, Customer shall forthwith cease all use of the Hubs, shall return to KUHMUTE within seven (14) days of the date of termination all copies of the Intellectual Property and the Documentation, and shall certify in writing to KUHMUTE that it has erased all copies of the Intellectual Property from Customer's system(s). If the License is terminated by Customer, KUHMUTE shall have the right to purchase the Equipment at a price that is to be negotiated by the parties.

11. Export Compliance. The following restrictions shall apply to all designs, drawings, and other technical documents and information and assistance furnished or disclosed to Customer by KUHMUTE (herein called "technical data" and "technical assistance" respectively). In connection with the disclosure, delivery, or export of technical data or technical assistance by KUHMUTE to Customer, Customer shall comply, and shall cause its corporate entities and subcontractors at all tiers to comply with any export restrictions imposed by any governmental agency of the United States of America, including without limitation the provisions of the Export

Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; and the Foreign Corrupt Practices Act. Subject to the limitations on indemnification set forth in paragraph no. of Addendum No. 1 to the Purchase & License Agreement, Customer shall indemnify and hold KUHMUTE harmless to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, for any failure or alleged failure of Customer to comply with the above referenced laws and regulations. In addition, the Customer shall obtain KUHMUTE's permission in writing before any technical data or proprietary information of KUHMUTE is provided to any non-US subcontractor other non-US person, including without limitation any non-US affiliate of the Customer.

12. Work On Customer's Premises. When KUHMUTE performs any work on Customer's premises or utilizes the property of Customer, (i) Customer will examine the premises to determine whether they are safe for the requested services and will advise KUHMUTE promptly of any situation it deems to be unsafe and (ii) KUHMUTE's employees, contractors, and agents will comply with all regulations that apply to the premises.

13. Confidentiality.

13.1 Nature of Confidential Information. Customer acknowledges that the Hubs, Enhancements, and Documentation relating thereto are trade secrets and information proprietary to KUHMUTE and that their use and disclosure are restricted by the terms of this Purchase Agreement and the Mutual Confidentiality and Non-Disclosure Agreement in Exhibit C. Customer shall not attempt to disassemble or decompile the Hubs or reverse engineer such equipment.

13.2 Confidential Disclosure Agreement. The Mutual Confidentiality and Non-Disclosure Agreement heretofore executed by KUHMUTE and Customer, is incorporated by reference herein and shall be binding upon the Customer and KUHMUTE for the Term.

14. Liabilities.

14.1 Aggregate Limitation. THE AGGREGATE LIABILITY OF KUHMUTE TO CUSTOMER WITH RESPECT TO ANY AND ALL CAUSES OF ACTION AT ANY TIME OR TIMES ARISING OUT OF THE PURCHASE AGREEMENT, INCLUDING ACTIONS BASED IN WHOLE OR IN PART ON WARRANTY, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF: (A) THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER THIS PURCHASE AGREEMENT OR (B) THE PURCHASE PRICE REDUCED BY 20% FOR EACH ANNUAL ANNIVERSARY OF THE ACCEPTANCE DATE WHICH SHALL HAVE OCCURRED PRIOR TO CUSTOMER'S FIRST NOTICE TO KUHMUTE OF A LIABILITY CLAIM. HOWEVER, COSTS INCURRED BY CUSTOMER CAUSED BY CUSTOMER'S INABILITY TO SECURE A CERTIFICATE OF OCCUPANCY THAT IS DUE TO KUHMUTE'S FAILURE TO DELIVER ITEMS ON EXHIBIT A. PRIOR TO OCCUPANCY OF CUSTOMERS BUILDING WILL NOT BE SUBJECT TO THE ABOVE LIMITATIONS.

14.2 Specific Limitation. KUHMUTE shall not be liable to Customer, and Customer shall not be liable to KUHMUTE, under any circumstances for incidental, consequential, or punitive damages (including lost profits) in connection with the Purchase Agreement or with the installation, use, operation, or support of the Hubs.

14.3 Time Limitation. No action or arbitration relating to the Purchase Agreement may be brought by either party against the other more than one year after the concerned party knows, or in its exercise of ordinary care, should have known of the basic facts giving rise to the cause of action.

15. Dispute Resolution.

15.1 **Arbitration.** KUHMUTE and Customer shall attempt to resolve any dispute arising under this Purchase Agreement by consultation between managers and the senior executive of the two companies. If such dispute shall not have been resolved within thirty (30) days of commencement of consultation, such dispute shall be finally resolved by binding arbitration proceedings administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If KUHMUTE commences the arbitration, the arbitration hearings will take place at the American Arbitration Association office located closest to the Location. The number of arbitrators shall consist of one (1), and the language of the arbitration shall be conducted in English. The award of the arbitrators shall be accompanied by a statement of the reasons upon which the award is based. Each party waives any right to adjudicate any dispute between them in any other court or forum, except that either party may seek interim relief before the start of arbitration and judgment upon the award rendered may be entered into any court having jurisdiction.

16. **Audit Rights.** KUHMUTE will have the right at any reasonable time and following reasonable notice to send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Customer relating to the Hubs and Customer's use of the Hubs. Customer shall maintain all pertinent books and records relating to the Hubs for a period of three (3) years following any such inspection.

17. **Excusable Delays.** Neither KUHMUTE nor Customer shall be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, and labor disputes. The party claiming the excusable delay shall give notice in writing as soon as possible after the occurrence of the cause relied on and after termination of the condition. As of the date of this Agreement, KUHMUTE is not aware of any Excusable Delays.

18. **Miscellaneous.**

18.1 **Licenses.** Customer and KUHMUTE are businesses that are or may be subject to and exist because of privileged licenses issued by governmental authorities. If requested to do so by the other party or if required by applicable law, each party shall obtain any license, qualification, clearance or the like which shall be required of it by any regulatory authority having jurisdiction over such party.

18.2 **No Unauthorized Use of Trademarks.** In order to preserve the value of each party's name and/or any trademarks, service marks, trade names, or trade dress adopted and/or used by that party from time to time, the other party shall not make any use of the same for any reason (*e.g.*, in advertising, press releases, or other publicity) except solely as may be expressly authorized by this Purchase Agreement or otherwise authorized in writing by that party.

18.3 **Injunctive Relief.** Each party acknowledges that any violation by that party of its covenants in this Purchase Agreement (if any) relating to Intellectual Property Rights or obligations of confidentiality would result in damage to the other party that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages.

18.4 **Survival.** The covenants herein concerning Intellectual Property Rights and confidentiality obligations will be construed as independent of any other provision of this Purchase Agreement. The existence of any claim or cause of action by a party against the other party, whether predicated on this Purchase Agreement or otherwise, shall not constitute a defense to enforcement by the other party of such covenants. Termination of this Purchase Agreement for any cause shall not release either party from any liability which at the time of termination, has already accrued to it or which may thereafter accrue in respect of acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this Purchase Agreement to survive termination.

18.5 Remedies. Except as otherwise provided in the Purchase Agreement, the remedies set forth in these General Terms and Conditions are not exclusive and either party will be entitled alternatively or cumulatively to damages for breach of this Purchase Agreement or to any other remedy available under applicable law.

18.6 Choice of Law. This Purchase Agreement will be interpreted and enforced in accordance with the Uniform Commercial Code as in effect in Florida as to all matters to which such Code pertains. As to all other matters encompassed by this Purchase Agreement, this Purchase Agreement will be interpreted and enforced in accordance with the laws of the State of Florida.

18.7 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Purchase Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Purchase Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Purchase Agreement.

18.8 Binding on Successors. This Purchase Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

18.9 Assignment or Sublicense. Customer may not assign or sublicense its rights under this Agreement to any corporation or other entity without KUHMUTE's written consent, which consent may be withheld for any reason or no reason. No affiliate of Customer may enjoy the benefits of this Agreement without KUHMUTE's written consent. Any unauthorized assignment, sublicense, or other transfer by Customer of this Agreement or the Intellectual Property or Equipment shall be void. A spin-off, sale of assets, merger, stock purchase, acquisition or other transaction that involves a change of control of Customer, or any part of Customer, shall be deemed to be an assignment hereunder. Customer shall notify KUHMUTE of any such transaction within five (5) business days after its occurrence, at which time the new entity must (with KUHMUTE's permission) immediately execute a then-current version of KUHMUTE's license agreement; otherwise, this Agreement as well as any and all rights and licenses thereunder shall terminate and Customer must cease using the Hubs and return all KUHMUTE assets back to KUHMUTE free of charge.

18.10 Internal and Affiliate Use; Branding.

18.10.1 Customer may use the Hubs only at the Location and only to process Customer's own data or the data of permitted licensees under this Agreement and only for Customer's internal operations.

18.10.2 In the event Customer desires to engage in any alternative branding, Customer shall receive written agreement from KUHMUTE. KUHMUTE will provide Customer with a Hub Branding Agreement for authorization of logos other than the KUHMUTE branding. Pricing for such an agreement will be negotiated at that time.

18.11 Copying. Customer may not make any copies or otherwise reproduce, distribute, perform, display or create derivative works from any part of any of the Equipment or Intellectual Property associated with the Hubs without KUHMUTE's written consent. In addition, Customer shall use commercially reasonable efforts to prevent all software and documentation associated with the Hubs from being acquired, copied, distributed, performed, displayed, or having derivative works created therefrom (except as expressly permitted herein), or otherwise handled by unauthorized persons. Copies of KUHMUTE's copyright notice and other proprietary legends and labels must be included on and in all written or otherwise displayed copies. Customer agrees to keep records of the number and location of copies in Customer's possession (if any) and to permit KUHMUTE to audit those records and Customer's use of the Hubs during normal business hours upon reasonable notice.

18.12 Use of Mobile Applications. Any use of any mobile application in connection with the use of the Hubs shall be in accordance with the terms and conditions of such mobile application.

**ADDENDUM NO. 1 TO PURCHASE & LICENSE AGREEMENT
BETWEEN KUHMUTE, INC., AND TRADITION
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

THIS ADDENDUMNO. 1 (“Addendum”) is made as of the _17 day of __January_, 2025, by and between **Tradition 1 Community Development District** (“Customer” or “District”), and **Kuhmute, Inc.** (“Kuhmute”) for the purpose of amending and supplementing the Purchase & License Agreement dated _January 17, 2025_ (the “Agreement”) to the extent necessary to comply with legal requirements under the Laws of Florida.

In consideration of the mutual promises contained in this Addendum and contained within the Agreement (collectively referred to as “the Contract Documents”), Customer and Kuhmute agree as follows:

SECTION 1 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Kuhmute certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 2 – SCRUTINIZED COMPANIES

Kuhmute certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the District may immediately terminate this Agreement at its sole option if Kuhmute or any of its subcontractors are found to have submitted a false certification; or if Kuhmute or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

Kuhmute agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. Kuhmute agrees that the certifications in this section shall be effective and relied upon by the District for the term of this Agreement, including any and all renewals, Kuhmute agrees that if it or any of its subcontractors’ status changes in regard to any certification herein, Kuhmute shall immediately notify the District of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 3 – PUBLIC RECORDS

Kuhmute shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (1) Keep and maintain public records required by the District to perform the service.

(2) Upon request from the District's custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Auditor does not transfer the records to the District.

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

IF KUHMUTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: (877) 737-4922, 2501A Burns Rd, Palm Beach Gardens, FL 33410, bsakuma@sdsinc.org.

SECTION 4 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Kuhmute shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and require that all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the District terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Kuhmute may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the District as a result of the termination of the Agreement.

SECTION 5 - COERCED LABOR AND SERVICES AND FOREIGN COUNTRY OF CONCERN.

Pursuant to section 787.06(13), Florida Statutes, and section 287.138, Florida Statutes, as

amended from time to time, Kuhmute shall have an authorized officer or representative execute the attached affidavit (incorporated herein) under penalty of perjury (1) attesting that Kuhmute does not use coercion for labor or services as defined in section 787.06; and (2) attesting to statements addressing entities of foreign countries of concern as required under section 287.138.

SECTION 6 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed as of the day and year set forth above.

**TRADITION 1 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
B. Frank Sakuma, District Director

KUHMUTE, INC.

By: *Sherwin Prior*

Print Name: Sherwin Prior

Print Title: CEO

[CORPORATE SEAL]

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of January 2025 ("Effective Date") by and between KUHMUTE, Inc., a Delaware C-Corp, with offices at 419 Golf View Lane, Rochester, MI 48309 and Tradition Community Development District #1 having offices at 2501 A Burns Rd, Palm Beach Gardens, FL 33410. Each party and its Affiliates are a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. "Affiliate" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a party or any of its wholly-owned subsidiaries, the parent company of a party, or a wholly-owned subsidiary of the parent company.

WHEREAS, the parties desire to have discussions of, or relating to the research, design, development, manufacture and/or purchase of KUHMUTE smart charging hubs and universal vehicle adapters ("Purpose");

WHEREAS, it is contemplated that such discussions will require the disclosure by one party (Disclosing Party) to the other party (Recipient) of confidential and proprietary information, hereinafter referred to as "Proprietary Information";

WHEREAS, both parties recognize the value of the Proprietary Information and that it is in their mutual best interests to maintain the proprietary nature of the Proprietary Information;

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Proprietary Information shall include, but not be limited to, documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, patent applications, know-how, experimental results, and specifications. Any and all disclosures under this Agreement shall be considered not an offer to sell, non-public, and all U.S. and foreign patent rights are expressly preserved.
2. Information in permanently recorded form shall only be considered Proprietary Information provided it is clearly marked as "Confidential" or "Proprietary" or in a similar manner by Disclosing Party.
3. Proprietary Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall only be considered Proprietary Information provided it is clearly identified within thirty (30) days after disclosure as Proprietary Information by a writing from Disclosing Party to Recipient specifically identifying and describing such information, and must be labeled or marked as "Confidential" or "Proprietary".
4. Except as provided in paragraph 6. Hereinbelow, during the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient (including its employees, agents and consultants) shall: (i) not disclose any Proprietary Information to any third party for the Purpose, (ii) restrict disclosure of Proprietary Information to only those employees who must be directly involved with the Proprietary Information for the Purpose, (iii) not use the Proprietary Information, for its own or any other party's benefit, except as contemplated by this Agreement, (iv) not copy or reproduce the Proprietary Information in any form, and (v) use, as a minimum, the same degree of care to avoid disclosure as it employs with respect to its own proprietary information of like importance, but in any case, no less than a reasonable degree of care. Recipient shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate the Disclosing Party to disclose to Recipient any particular information.
5. Information shall not be deemed Proprietary Information, and Recipient shall have no obligation of confidentiality or restriction against use with respect to any information which:
 - a. is already known and documented by Recipient; or
 - b. is or becomes publicly known through no wrongful act of Recipient; or
 - c. is rightfully received from a third party without restriction and without breach of this Agreement; or
 - d. is independently developed by an employee, agent or consultant of Recipient without breach of this Agreement; or
 - e. is furnished to a third party by Disclosing Party without a similar restriction on the third party's rights of disclosure or use; or
 - f. is approved for release by written authorization from the Disclosing Party.
6. In the event Recipient is requested or required by a government or court order, or similar process, to disclose any Proprietary Information supplied to it by Disclosing Party, Recipient shall provide Disclosing Party with prompt notice of such request so that Disclosing Party may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver of compliance, Recipient is nonetheless, in the opinion of its counsel, compelled to disclose Proprietary Information received from Disclosing Party to any government agency, court or similar tribunal, or else be liable for contempt or suffer other censure or penalty, Recipient may disclose such Proprietary Information to such tribunal without liability under this Agreement. Disclosing Party acknowledges that Recipient is a Public Agency subject to the requirements of the Florida Public Records Act, Ch. 119, Florida Statutes ("the Public Records Act"). Recipient will comply with applicable Florida Law with respect to any Confidential or Proprietary Information requested pursuant to the Public Records Act, notwithstanding any other provision of this Agreement.

7. All Proprietary Information disclosed to Recipient, and all tangible property embodying the same, shall be and remain the property of the Disclosing Party. Proprietary Information, along with all copies and portions thereof, shall be promptly returned to Disclosing Party upon written request from Disclosing Party.
8. Nothing contained in this Agreement shall be construed as granting or conferring to Recipient any rights by license or otherwise, either expressly or by implication, to any Proprietary Information disclosed by Disclosing Party to Recipient as a result of this Agreement. Nothing contained in this Agreement shall be construed as creating any obligation on the part of either Party to enter into a business relationship with the other Party, or any obligation to refrain from entering into a business relationship with any third party.
9. Disclosing Party understands that Recipient may currently or in the future be developing Proprietary Information internally, or receiving Proprietary Information from other parties that may be similar to Disclosing Party's Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not independently develop products, for itself or for others, that compete with the products or systems contemplated by Disclosing Party's Proprietary Information.
10. This Agreement shall not be construed as a joint venture, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement. This Agreement shall not prevent either Party or its Affiliates from pursuing activities independently with any third party, even if similar to the activities under this Agreement.
11. Each party shall retain sole ownership of all rights, including all intellectual property rights, in its Proprietary Information. Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws.
12. Neither this Agreement nor the disclosure of Proprietary Information to Recipient shall be construed as a warranty against infringement of trademarks, patents, copyrights, trade secrets, or other intellectual property rights of third parties. Neither party may assign its rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.
13. No representation or warranty is made as to the accuracy, completeness, or technical or scientific quality of any Proprietary Information disclosed under this Agreement and Discloser shall have no liability to Recipient on account of the disclosure of the Proprietary Information to and/or any use of the Proprietary Information by Recipient.
14. This Agreement contains the entire understanding between the parties relative to the protection of Proprietary Information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
15. This Agreement commences on the Effective Date and continues for a period of two (2) years. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. Recipient's obligations regarding Proprietary Information as stated in paragraph 4 will survive the expiration or termination of this Agreement.
16. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict or choice of laws.
17. This Agreement may be executed in two or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

Sherwin Prior

By: KUHMUTE, Inc.

By: _____

Name: Sherwin Prior

Name: _____

Title: CEO

Title: _____

**AFFIDAVIT OF Sherwin Prior
ON BEHALF OF KUHMUTE, INC.**

**STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY**

**Before me this day personally appeared Sherwin Prior, as the CEO of KUHMUTE, INC.,
who, being duly sworn, deposes and says:**

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of Kumute, Inc.
3. Kuhmute, Inc., does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. Pursuant to section 287.138, Florida Statutes, Kuhmute, Inc., is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Provider. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Sherwin Prior

Signature

Tradition Community Development Districts #1-11

**Financial Report
Fiscal Year 2024/2025
October 1, 2024 - December 31, 2024**

FINANCIAL REPORT
TRADITION COMMUNITY DEVELOPMENT DISTRICT #1-11 RECAP
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - DECEMBER 31, 2024

	FISCAL YEAR 2024/2025 FINAL BUDGET	FISCAL YEAR 10/01/24 - 12/31/24 ACTUALS	% Of Budget	COMMENTS
REVENUES				
ON-ROLL ASSESSMENTS - Debt	5,348,340	4,647,165	87%	
ON-ROLL ASSESSMENTS - ADMIN	569,103	498,704	88%	
ON-ROLL ASSESSMENTS - MAINT	2,202,370	1,929,931	88%	
ON-ROLL ASSESSMENTS - TIM	163,587	143,351	88%	
STORMWATER	1,200,000	8	0%	
OTHER INCOME	60,000	218,415	364%	TIM - Southern Grove Billed for FY24 Allocation
RESERVE FUND TRANSFER	0	0	0%	
Total Revenues	\$ 9,543,400	\$ 7,437,572	78%	
EXPENDITURES - ADMIN				
AUDIT	34,850	0	0%	
DISSEMINATION AGENT	3,000	0	0%	
DISTRICT COUNSEL	50,000	5,376	11%	
MANAGEMENT	150,000	37,500	25%	
ASSESSMENT ROLL	10,000	0	0%	
DUES, LICENSES & FEES	1,925	1,925	100%	Paid for year
ENGINEERING	70,000	28,634	41%	
GENERAL INSURANCE	136,650	130,707	96%	Paid for year
WEB SITE MAINTENANCE	8,250	2,000	24%	
LEGAL ADVERTISING	2,000	498	25%	
MISCELLANEOUS	2,000	0	0%	
TRAVEL AND PER DIEM	400	110	28%	
OFFICE SUPPLIES	5,000	661	13%	
POSTAGE & SHIPPING	500	69	14%	
COPIES	3,000	0	0%	
SUPERVISOR FEES	60,000	5,019	8%	
TRUSTEE SERVICES	18,000	0	0%	
OFFICE RENT	25,000	23,348	93%	
CONTINUING DISCLOSURE FEE	3,000	1,000	33%	
TOTAL ADMIN EXPENSES	583,575	236,848		
EXPENDITURES - MAINT				
LAKE MAINTENANCE	310,000	3,370	1%	
TIM OPERATIONS	150,500	73,917	49%	
BUILDING, BRIDGE, MONUMENT MAINTENANCE (FKA CONTINGENCY) - MAINT RESERVES	10,000	0	0%	
COMMUNITY AREA MAINTENANCE	100,000	0	0%	
DEVELOPMENT COORDINATOR	140,000	109,432	78%	
ELECTRIC	32,410	8,103	25%	
ENGINEERING	110,000	14,970	14%	
FIELD MANAGEMENT	130,000	0	0%	
FOUNTAIN MAINTENANCE & CHEMICALS	247,200	61,800	25%	
LANDSCAPING MAINTENANCE & MATERIALS	5,000	0	0%	
IRRIGATION	1,036,285	346,174	33%	
IRRIGATION PARTS & REPAIRS	167,000	41,915	25%	
SIDEWALK CLEANING	75,000	0	0%	
SIDEWALK REPAIR	30,000	0	0%	
SIGNAGE	60,000	0	0%	
STREETLIGHTS	10,000	8,217	82%	
STORMWATER MANAGEMENT	60,000	13,456	22%	
TREE/PLANT REPLACEMENT & TRIM	503,285	15,000	3%	
TOTAL MAINTENANCE EXPENSES	200,000	0	0%	
	3,376,681	696,354	21%	
Total Expenditures	\$ 3,960,256	\$ 933,201	24%	
EXCESS / (SHORTFALL)	\$ 5,583,145	\$ 6,504,371	117%	
PAYMENT TO TRUSTEE	(4,920,473)	-	0%	
BALANCE	\$ 662,672	\$ 6,504,371		
COUNTY APPRAISER & TAX COLLECTOR FEE	(331,336)	(304,269)	92%	
DISCOUNTS FOR EARLY PAYMENTS	(331,336)	(289,095)	87%	
NET EXCESS / (SHORTFALL)	\$ -	\$ 5,911,007		

Tradition CDD No. 1
Balance Sheet
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1157	7,398,529.94
Total Checking/Savings	7,398,529.94
Accounts Receivable	
11000 · Accounts Receivable	1,625,024.70
Total Accounts Receivable	1,625,024.70
Other Current Assets	
01-1208 · Due From Other Gov Units - Open	999.78
01-8154 · Deposits	200.00
Total Other Current Assets	1,199.78
Total Current Assets	9,024,754.42
Other Assets	
01-8122 · A/R St Lucie County Excess Fees	-18,711.00
Total Other Assets	-18,711.00
TOTAL ASSETS	9,006,043.42
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	447,728.46
Total Accounts Payable	447,728.46
Other Current Liabilities	
01-2023 · Due To Other Funds	396,051.84
01-2025 · Deposits - Engr Deposit	36,142.33
01-2026 · Deposits - Lake Bank Restoratio	535,941.27
01-2030 · Due to CDD2	-30,266.49
01-2031 · Due to CDD3	-27,905.55
01-2032 · Due to CDD4	-31,625.29
01-2033 · Due to CDD5	-31,562.10
01-2034 · Due to CDD6	-30,435.81
01-2035 · Due to CDD7	-52,992.95
01-2036 · Due to CDD8	-51,763.57
01-2037 · Due to CDD9	-31,562.16
01-2038 · Due to CDD10	-87,198.84
01-2039 · Due to CDD11	-17,147.75
01-3010 · General Reserve - Signage	500,000.00
01-3020 · General Maintenance Reserves	169,000.00
Total Other Current Liabilities	1,244,674.93
Total Current Liabilities	1,692,403.39
Total Liabilities	1,692,403.39
Equity	
30000 · Opening Balance Equity	203,755.31
99-9999 · Retained Earnings	1,198,877.95
Net Income	5,911,006.77
Total Equity	7,313,640.03
TOTAL LIABILITIES & EQUITY	9,006,043.42

FINANCIAL REPORT
TRADITION COMMUNITY DEVELOPMENT DISTRICT IRRIGATION
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - DECEMBER 31, 2024

	FISCAL YEAR 2024/2025 FINAL BUDGET	FISCAL YEAR 10/01/24 - 12/31/24 ACTUALS	% Of Budget
REVENUES			
SERVICE CHARGE - IRRIGATION	1,890,000	495,142	26%
ENGINEERING REVENUE FEES/OTHER	17,338	11,350	65%
Total Revenues	\$ 1,907,338	\$ 506,493	92%
EXPENSES			
TRUSTEE SERVICES	5,000	0	0%
MANAGEMENT	389,076	97,269	25%
ENGINEERING	40,000	16,770	42%
PROFESSIONAL SERVICES, OTHER	5,000	0	0%
DEVELOPMENT COORDINATOR	64,821	16,205	25%
CITY FRANCHISE FEE	165,000	39,718	24%
TRAVEL AND PER DIEM	400	0	0%
TELEPHONE	1,930	0	0%
POSTAGE AND SHIPPING	253	59	23%
BANK FEES	1,250	0	0%
BAD DEBT	65,000	0	0%
OFFICE SUPPLIES	250	36	15%
FIELD SUPPLIES (OTHER)	2,000	0	0%
DUES, LICENSES, FEES	2,300	0	0%
VEHICLE, GAS, & REPAIR	1,000	0	0%
ELECTRIC	105,000	25,777	25%
WATER	170	82	48%
OTHER UTILITIES	1,550	0	0%
GENERAL INSURANCE	21,102	0	0%
GENERAL REPAIR & MAINTENANCE	215,000	41,731	19%
LANDSCAPING MAINTENANCE & MATERIAL	11,000	0	0%
HVAC	4,500	0	0%
RENEWAL AND REPLACEMENT	250,000	0	0%
OTHER SYSTEM IMPROVEMENTS	100,000	0	0%
OPERATING RESERVES/MISC	80,000	0	0%
CONTINGENCY	7,411	2,429	33%
Total Expenses	\$ 1,539,013	\$ 240,078	16%
EXCESS / (SHORTFALL)	\$ 368,325	\$ 266,415	72%
PAYMENT TO TRUSTEE	(368,325)	(92,231)	25%
BALANCE	\$ 0	\$ 174,184	
NET INCOME	\$ 0	\$ 174,184	

**Tradition Irrigation
 Balance Sheet
 As of December 31, 2024**

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
01-1001 · Valley National #4703	
01-1002 · Valley Natl #4307 - Capacity	35,872.57
01-1001 · Valley National #4703 - Other	1,552,634.51
Total 01-1001 · Valley National #4703	1,588,507.08
Total Checking/Savings	1,588,507.08
Accounts Receivable	
01-1200 · Accounts Receivable	276,509.63
Total Accounts Receivable	276,509.63
Other Current Assets	
01-2023 · Due From Other Funds	17,900.21
Total Other Current Assets	17,900.21
Total Current Assets	1,882,916.92
Fixed Assets	
01-2030 · Equipment and Furniture	23,957.00
Total Fixed Assets	23,957.00
Other Assets	
01-2025 · Deposits	95.00
01-2035 · Accum Depr - Equipment	-23,955.18
Total Other Assets	-23,860.18
TOTAL ASSETS	1,883,013.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	73,319.57
Total Accounts Payable	73,319.57
Other Current Liabilities	
01-2026 · Deposits - Security Deposit	1,390.22
01-2027 · Deferred Revenue	10,000.00
01-2190 · Cash Exchange	-11,857.11
Total Other Current Liabilities	-466.89
Total Current Liabilities	72,852.68
Long Term Liabilities	
11-2180 · Note Payable	93,787.00
Total Long Term Liabilities	93,787.00
Total Liabilities	166,639.68
Equity	
30000 · Net Assets - 270	-87,351.52
99-9999 · Retained Earnings	1,629,541.93
Net Income	174,183.65
Total Equity	1,716,374.06
TOTAL LIABILITIES & EQUITY	1,883,013.74

Tradition Irrigation A/R Aging Summary As of December 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
706800 Wells Fargo	0.00	32.70	0.00	32.70	0.00	65.40	
Ardie R. Copas, State Veterans Nursing	0.00	1,024.59	0.00	0.00	0.00	1,024.59	
Aycock at Tradition	0.00	204.13	0.00	0.00	0.00	204.13	
Bedford Park	0.00	8,866.57	0.00	0.00	0.00	8,866.57	
Brennity at Tradition	0.00	3,051.97	0.00	0.00	0.00	3,051.97	
Cellular Sales of Northern Florida LLC	0.00	86.41	0.00	0.00	0.00	86.41	
Chesterbrook Academy	0.00	134.37	0.00	134.37	403.11	671.85	1/24:LM
Christ Fellowship Church	0.00	1,646.88	0.00	0.00	0.00	1,646.88	
Cleveland Clinic Florida	0.00	443.92	0.00	0.00	443.92	887.84	
Cleveland Clinic Martin Health -Tradition	0.00	64.80	0.00	0.00	0.00	64.80	
Culver's - G&S Family Hospitality Svcs	0.00	73.33	0.00	0.00	0.00	73.33	
Del Webb at Tradition Homeowners Assoc	0.00	3,519.15	0.00	0.00	3,519.15	7,038.30	1/24: LM
Florida International University	0.00	1,091.97	1,091.97	1,091.97	31,667.13	34,943.04	1/24: Sent email to FIU / General Counsel to f/u
Grande Palms at Tradition I & II	0.00	879.92	879.92	0.00	0.00	1,759.84	
Grande Palms at Tradition III	0.00	1,708.31	1,708.31	0.00	0.00	3,416.62	
Heartland Dental	0.00	31.71	0.00	0.00	0.00	31.71	
Heritage Oaks	0.00	0.00	0.00	0.00	0.00	0.00	
Heron Preserves	0.00	1,748.45	0.00	0.00	0.00	1,748.45	
Hilton - Homewood Suites, PSL	0.00	346.82	346.82	0.00	0.00	693.64	
Innovation Plaza	0.00	119.30	0.00	0.00	0.00	119.30	
Innovo Development Group, LLC	0.00	188.27	0.00	188.27	0.00	376.54	
Kite Realty Group	0.00	2,815.73	0.00	0.00	0.00	2,815.73	
Manderlie at Tradition	0.00	5,080.34	0.00	0.00	0.00	5,080.34	
Martin Health System	0.00	921.54	0.00	0.00	0.00	921.54	
O & A Florida Investments, LLC	0.00	52.91	0.00	0.00	0.00	52.91	
Panaderias, LLC	0.00	97.11	0.00	0.00	0.00	97.11	
Panda Restaurant Group Inc	0.00	57.27	0.00	0.00	57.27	114.54	
PDQ	0.00	53.31	0.00	0.00	0.00	53.31	
Pegasus PSL, Ltd	0.00	283.40	0.00	0.00	0.00	283.40	
PRIME STORAGE TRADITIONS, LLC	0.00	182.33	182.33	182.33	0.00	546.99	
Promenade at Tradition Community Assoc	0.00	467.70	0.00	0.00	0.00	467.70	
PSL Hospitality, LLP	0.00	253.87	0.00	0.00	0.00	253.87	
Recovery Sports Grill	0.00	75.31	0.00	0.00	0.01	75.32	
Renaissance CS at Tradition	0.00	768.94	0.00	0.00	0.00	768.94	
Seven Restaurants, LLC	0.00	89.18	89.18	89.18	891.80	1,159.34	1/24: No longer in business...purchased by Burger King Corp
SG Mini Golf	0.00	158.54	0.00	0.00	158.54	317.08	
South Florida Orthopedic	0.00	178.36	0.00	0.00	0.00	178.36	
Springs at Tradition	0.00	1,789.57	1,789.57	1,789.57	1,789.57	7,158.28	Left Msgs on 1/17; 1/23;1/24
St Lucie County Fire Dept.	0.00	223.94	0.00	0.00	0.00	223.94	
St Lucie County Tax Collector	0.00	406.27	0.00	0.00	0.00	406.27	
Target Corp.	0.00	409.84	0.00	0.00	0.00	409.84	
The Lakes at Tradition	0.00	16,228.96	0.00	0.00	1,169.29	17,398.25	1/17 - Stated check has been sent.
The Lucie at Tradition	0.00	1,089.99	1,089.99	1,089.99	6,539.94	9,809.91	1/17 - Check #4037 has been sent.
The Preserves Phase I & II	0.00	0.00	933.43	0.00	3,733.72	4,667.15	
Town Park Master Assoc., Inc.	0.00	26,916.81	0.00	26,916.81	26,916.81	80,750.43	
Tradition CDD #1	0.00	13,971.69	0.00	0.00	0.00	13,971.69	

Tradition Irrigation
A/R Aging Summary
As of December 31, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>	<u>COMMENT</u>
Tradition HOA	0.00	1,898.56	0.00	0.00	0.00	1,898.56	
Tradition POA	0.00	229.89	0.00	0.00	0.00	229.89	
Treasure Coast Physicians Properties, LLC	0.00	6.54	0.00	0.00	0.00	6.54	
Truist Bank	0.00	0.00	91.16	91.16	1,549.72	1,732.04	1/24: Left on hold
Victoria Parc	0.00	0.00	0.00	0.00	297.64	297.64	
Victoria Parc 2	0.00	0.00	0.00	0.00	184.10	184.10	
Victoria Parc at Tradition HOA	0.00	6,312.03	0.00	6,312.03	0.00	12,624.06	
Victoria Parc SR LLC	0.00	6,818.98	0.00	0.00	0.00	6,818.98	
Vitalia at Tradition	0.00	37,243.77	0.00	0.00	0.00	37,243.77	
Wawa, Inc.	0.00	95.92	0.00	0.00	-95.92	0.00	
Westcliffe Estates HOA	0.00	120.10	120.10	0.00	480.40	720.60	1/24: Mail box is full - Email stated on vacation...
TOTAL	0.00	150,562.27	8,322.78	37,918.38	79,706.20	276,509.63	