

RELEASE AND SETTLEMENT AGREEMENT

BY THESE PRESENTS the FLORIDA PACE FUNDING AGENCY, a public body corporate and politic (the "Agency"), JOE TEDDER, as Constitutional Tax Collector of Polk County, Florida (the "Tax Collector"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), hereby agree to resolve the disputed matter between them with respect to certain non-ad valorem assessments imposed by the Agency and submitted for collection to the Tax Collector fully and finally, as described herein:

Recitals

WHEREAS, disputes and differences between the parties have arisen with relation to certain non-ad valorem assessments imposed by the Agency against certain real properties located in Polk County; and

WHEREAS, The parties desire to amicably resolve this matter by the terms of this Release and Settlement Agreement ("Agreement");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree and bind themselves as follows:

1. The Tax Collector agrees to collect those assessments first imposed by the Agency prior to July 1, 2024, in accordance with the terms stated herein.

2. The Tax Collector will not seek rehearing, reconsideration, or clarification of, or petition for a writ of certiorari related to, the opinion of the Florida Supreme Court issued December 18, 2025, for Case No. SC2024-0652.

3. The Tax Collector will provide a collection agreement to the Agency with the collection rate of two percent (2%), or otherwise satisfy itself that the existing collection agreement is adequate.

4. For assessments first imposed by the Agency between October 6, 2022 and July 1, 2024, the Tax Collector will issue corrected tax notices (or similar instruments that compel payment of the Agency's assessments) for all uncollected and outstanding assessments, in which the Agency submitted an assessment roll and assessments were not placed on the combined notice for taxes and non-ad valorem assessments. Such notices will be conducted at the Tax Collector's expense. Such notices will be mailed with sufficient time to be due on or before March 31, 2026.

5. Once the collection agreement has been executed, the Tax Collector will provide the Agency with the correct format for an electronic roll.

6. The Agency will provide an electronic roll file on or before February 7, 2026, free of errors and omissions, in a compatible format containing all uncollected and outstanding assessments imposed prior to July 1, 2024, for which corrected tax notices are to be issued.

7. The Tax Collector will accept an electronic roll file in a compatible format and will not request or require individual DR-409A forms for each assessment.

8. The Agency agrees that it will not request or pursue collection of any assessments first imposed on or after July 1, 2024, unless there is a current interlocal agreement in place with the jurisdiction in which the subject property is located. The Tax Collector agrees to collect all Agency assessments first imposed on or after July 1, 2024, within any jurisdiction authorizing such assessments, provided that: (a) a current interlocal agreement is in effect with the jurisdiction authorizing the assessment; (b)

the Agency has satisfied the requirements of section 197.3632, Florida Statutes; and (c) the collection agreement between the Tax Collector and the Agency remains in full force and effect.

9. For and in consideration of the mutual agreements set forth herein, Agency agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and Agency for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge the Polk County Tax Collector and Polk County, Florida from and against any claims or damages, whatsoever, arising out of or resulting from non-collection of assessments first imposed prior to July 1, 2024. Agency acknowledges and agrees that its agreement to this release is a material inducement to the County entering into this Agreement. Each party agrees to bear their own costs and fees for any and all litigation between the parties prior to this Agreement.

10. The Parties agree that entering into this Agreement is a compromise of disputed matters and shall not constitute or be construed as an admission by or on behalf of any of the Parties as to the validity of any claims, defenses or allegations asserted in any claim brought or which could have been brought by any Party including, without limitation, Polk County home rule power and constitutional authority of Polk County and the Polk County Tax Collector.

Applicable Law and Construction

11. This Agreement shall be construed in accordance with the laws of the State of Florida, and any dispute between the Parties arising out of this Agreement shall be resolved by a Florida State court of competent jurisdiction. This Agreement and the provisions contained herein shall be

read as a whole and is not severable or separately enforceable by any party hereto.

12. This Agreement, together with any Uniform Collection Agreement between the Tax Collector and the Agency, constitute the entire agreement between the parties and supersedes all prior agreements, accords, and understandings, whether or not reduced to writing, with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and the aforementioned Uniform Collection Agreement, the terms of that Uniform Collection Agreement shall supersede the terms of this Agreement unless otherwise specifically stated herein or therein.

13. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered but one and the same original agreement.

14. This Agreement shall take effect immediately upon its execution by the Agency and the Tax Collector as to any provisions respecting them, and shall take effect as to any provisions respecting the County upon execution by all three parties hereto. In the event the County does not execute or otherwise enter into this Agreement, this Agreement shall be binding as to the Agency and the Tax Collector only.

[Remainder of page intentionally left blank]

[Signatures appear on following page]

WHEREUNTO, the parties have set their hand and seal as of this _____
day of _____, 2026.

Attest:

POLK COUNTY TAX COLLECTOR

JOE TEDDER, Tax Collector

Date

Attest:

POLK COUNTY, FLORIDA

Date

Attest:

**FLORIDA PACE FUNDING
AGENCY**

Witness Signature

**WENDI LEACH, Executive
Director**

Witness Printed Name

Date