

**STONEYBROOK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

**SPECIAL MEETING
AUGUST 28, 2018**

Stoneybrook West Community Development District

Board of Supervisors

Tom White, Chairman
George Morgan, Vice Chairman
Haile Andarge, Secretary
Hector Clemente, Assistant Secretary
Daniel Dennis, Assistant Secretary

Robert Koncar, District Manager
Kristen Suit, District Manager
Scott D. Clark, District Counsel
Mark Vincutonis, District Engineer
Ariel Medina, Project Coordinator
Freddy Blanco, Field Service Manager
Russell Simmons, Field Service Manager

August 21, 2018

Board of Supervisors
Stoneybrook West Community
Development District

Dear Board Members:

A special meeting of the Board of Supervisors of the Stoneybrook West Community Development District will be held on **Tuesday, August 28, 2018 at 5:00 p.m.** at the Town Center, 1201 Black Lake Boulevard, Winter Garden, Florida. Following is the advance agenda for this meeting:

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment Period**
- 4. Discussion of CDD Bond Refinancing**
- 5. Consideration of MBS Capital Underwriters Agreement**
- 6. Supervisor Comments**
- 7. Adjournment**

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,

Robert Koncar

Robert Koncar
District Manager

Fifth Order of Business



MBS CAPITAL MARKETS, LLC

UNDERWRITING AGREEMENT STONEBROOK WEST COMMUNITY DEVELOPMENT DISTRICT

August 28, 2018

Board of Supervisors
Stoneybrook West Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this agreement (the “Agreement”) with the Stoneybrook West Community Development District (the “District”) which, upon your acceptance of this offer, will be binding on the District and the Underwriter. This agreement relates to the proposed issuance of the District’s Series 2018 Bonds (the “Bonds”) for the purpose of refunding the District’s outstanding Series 2005 Bonds and Series 2008 Bonds (the “Prior Bonds”).

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - o Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
 - o Preparation of rating strategies and presentations related to the issue being underwritten.
 - o Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
 - o Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - o Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
 - o Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - o Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - o Preparation of post-sale reports for the issue, if any.
 - o Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

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152 LINCOLN AVENUE,
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

8583 STRAWBERRY LANE
LONGMONT, COLORADO 80503
PHONE: 303.652.0205

1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

2. **Fees:** No fees will be incurred with the execution of this Agreement. The underwriting fee for the sale or placement of Bonds is 1.5% of the principal amount of the Bonds or \$50,000, whichever is greater. The Underwriter will be responsible for its own out-of-pocket expenses with the exception of underwriter's or disclosure counsel which fee will not exceed \$35,000 and will be paid from the costs of issuance account. Such fee as well as any fees payable to the Underwriter will be entirely contingent upon the successful sale and delivery or placement of the Bonds.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel, if any, will deliver to the District a purchase or placement contract setting forth its rights and duties in connection with such purchase or placement as well as detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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

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

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

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

Disclosure Concerning the Underwriter's Compensation

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

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

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



MBS CAPITAL MARKETS, LLC

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

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

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