

Standby Letter of Credit Application and Agreement

Letter of Credit Domestic Operations
Use Only

Truist Reference Number

75002783

PLEASE REVIEW CAREFULLY. THIS APPLICATION AND AGREEMENT REPRESENTS THE FINAL TERMS AND CONDITIONS FOR YOUR LETTER OF CREDIT AND MAY HAVE CHANGED FROM THE INFORMATION YOU PREVIOUSLY PROVIDED AS TRUIST HAS WORKED WITH YOU TO DETERMINE FINAL REQUIREMENTS FOR THE LETTER OF CREDIT.

The Applicant and Co-Applicant, if applicable, (collectively and individually "Applicant") requests Truist Bank ("Truist" or "Bank") issue an irrevocable standby letter of credit ("Letter of Credit") in accordance with the terms and conditions of this Application and Agreement ("Agreement").

Letter of Credit			
Amount in Figures \$22,014.53	Amount in Words Twenty Two Thousand Fourteen and 53/100 U.S. Dollars		
Partial Drawings <input checked="" type="checkbox"/> Permitted <input type="checkbox"/> Not Permitted	Transferable <input type="checkbox"/> Permitted <input checked="" type="checkbox"/> Not Permitted		
Applicant			
Is Applicant the Account Party? (<i>Account Party means the person or entity on whose behalf the Letter of Credit is issued</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – If No is checked, Account Party must join as a Co-Applicant			
Legal Name The Archdiocese of Miami		Contact Name David Prada	
Physical Address (<i>No post office boxes allowed</i>) 9401 Biscayne Blvd		City Miami Shores	State FL
Telephone Number 305-762-1033		Fax Number 305-754-6792	Email Address dprada@theadom.org
Co-Applicant (If different from Applicant – Account Party to be shown on the Letter of Credit)			
Legal Name		Contact Name	
Physical Address (<i>No post office boxes allowed</i>)		City	State ZIP Code
Telephone Number	Fax Number	Email Address	
Beneficiary			
Beneficiary Name (<i>In favor of</i>) City of Cooper City		Attention To (<i>Courier Purposes</i>) City Manager	
Physical Address (<i>No post office boxes allowed</i>) 9090 SW 50th Place		City Cooper City	State FL
Contact Name	Fax Number	Email Address	Telephone Number

Description of Underlying Transaction *(This information will not be a part of the Letter of Credit but is required for compliance with government regulations)*

Please provide a general description of the transaction to which this Letter of Credit relates.

Completion Bond/Letter of Credit for a Water/Fire Main Connection for New Indoor Training Building

Please list the full name and address of any party to this transaction which is not listed elsewhere on this application such as a supplier or end user.

Expiration Date

Expiration Date

12 months *(Enter a specific date to expire or number of months from issuance for the term of the LC. If automatically renewable, enter the initial expiration date.)*

Will this Letter of Credit automatically renew? *(LC will contain an auto-renewal provision from the present or a future expiration date)*

☐ No

☒ Yes – If Yes is checked, complete the fields below:

- Term of Extensions *(how often should the Letter of Credit be reviewed for renewal)*

☒ Annually

☐ Other:

- Notice Period for Non-Renewal

At least 30 days prior to any Expiration Date, Beneficiary should be provided notice of election to terminate or not renew the Letter of Credit.

- Final Expiration Date

☒ No

☐ Yes – In no event shall the Letter of Credit extend beyond . *(enter a specific date or number of months from issuance for the term of the LC)*

Draw Request (choose one and complete the required fields)

☒ **Beneficiary Form Provided.** Applicant has provided Beneficiary's requested form of Letter of Credit and requests Truist issue the Letter of Credit in accordance with said terms. It is acknowledged that Truist shall have no obligation to issue a Letter of Credit using any template provided or requested by Beneficiary. The terms of the issued Letter of Credit shall control as to the terms of the Letter of Credit, the conditions for drawings and Truist's obligations thereunder.

☐ **Beneficiary Form NOT Provided.**

Draw Request Conditions under this Letter of Credit are subject to the following:

1. Beneficiary's draft(s) drawn at sight on Truist at the address shown in the Letter of Credit or presented in such other manner as provided in the Letter of Credit.
2. Original of the Letter of Credit and any amendments, or as otherwise provided in the Letter of Credit issued by Truist in accordance with Applicant's request.
3. Choose one of the following:
 - ☐ Issue Clean Letter of Credit: No documentation supporting a right to draw will be required in connection with the presentation of a draft.
 - ☐ A certificate purportedly signed by the Beneficiary or on Beneficiary's behalf stating:
4. Additional Conditions to Draw:

Special Instructions

Interest Rate and Related Agreement Terms (choose one and complete the required fields)

- ☐ **Standalone Letter of Credit Interest Rate.** Any Payment Obligations (as hereinafter defined) which are not paid when due shall bear interest at the Applicable Interest Rate, payable on demand, until paid in full. Interest payable hereunder shall be calculated on the basis of 360-day year and actual days elapsed. If the index upon which the Applicable Interest Rate in Truist's sole discretion shall no longer be available or representative, Truist may select a substitute index and along with an adjustment to replace the unavailable/non-representative index.

"Applicable Interest Rate" shall mean:

- ☐ Truist's Prime Rate plus _____ % per annum, which shall be adjusted daily as Truist's Prime Rate changes. Truist's Prime Rate means the rate of interest per annum announced by Truist from time to time and adopted as its Prime Rate; provided however, if Truist's Prime Rate shall ever be less than zero percent (0%), it shall be deemed zero percent (0%). The Bank's Prime Rate is one of several rate indexes employed by Bank when extending credit, and not necessarily the lowest rate.
- ☐ Wall Street Journal Prime Rate plus _____ % per annum, which shall be adjusted daily as Wall Street Journal Prime Rate changes. Wall Street Journal Prime Rate means the Prime Rate published in the Money Rates section of the Wall Street Journal from time to time; provided however, if Wall Street Journal Prime Rate shall ever be less than zero percent (0%), it shall be deemed zero percent (0%).
- ☐ One Month Term SOFR plus _____. "One Month Term SOFR" means the Term SOFR reference rate for a one month tenor as administered by CME Group Benchmark Administration Limited, or a successor administrator of the Term SOFR selected by Truist in its sole discretion, published on the day that two (2) U.S. Government Securities Business Day prior to the relevant period determined in accordance with Truist's standard practices; and further provided if Term SOFR would be less than zero percent (0%), then it shall be deemed to be zero percent (0%). "U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
- ☐ Daily SOFR plus _____. "Daily Simple SOFR" means, for any day ("SOFR Rate Day") an interest rate per annum equal to the secured overnight financing rate as such rate appears on the website of the Federal Reserve Bank of New York, or any successor source thereof, on the day that is five (5) U.S. Government Securities Business Days prior to (i) such day SOFR Rate Day if such SOFR Rate Day is a U.S. Government Securities Business Day, or (ii) the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a U.S. Government Securities Business Day. "U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. If SOFR shall ever be less than zero percent (0%), then it shall be deemed to be zero percent (0%).

- ☒ **Letter of Credit Issued under Line.** This Letter of Credit is to be issued under existing line of credit or loan no. 40111352-26 and is subject to the terms and conditions of the applicable loan documents ("Line of Credit Loan Documents") and may result in a reduction of amounts available for advances under such credit facility in the amount of the Letter of Credit or such other amounts as provided under the terms of the Line of Credit Loan Documents. Any Payment Obligations which are not paid when due shall bear interest in accordance with the terms of the Line of Credit Loan Documents, and in the event of any conflict between this Agreement and the Line of Credit Loan Documents, the terms of the Line of Credit Loan Documents shall control.

- ☐ **Letter of Credit pursuant to a Syndicated Credit Agreement.** Applicant requests Truist issues its Letter of Credit pursuant to the terms and conditions of this Agreement and the Credit Agreement dated as of _____ among _____, as Borrower and _____, as Administrative Agent, among others (the "Syndicated Credit Agreement"), which terms and conditions are subject to this Agreement by reference thereto, provided, that in event of any conflict between this Agreement and the Syndicated Credit Agreement, the terms of the Syndicated Credit Agreement shall control. Notwithstanding the terms above, upon termination of the Syndicated Credit Agreement or upon Truist no longer being a lender under the Syndicated Credit Agreement, the terms of this Agreement will control and be in full force

and effect for any Letters of Credit issued pursuant to this Agreement. Any Payment Obligations which are not paid when due shall bear interest in accordance with the terms of the Syndicated Credit Agreement.

Fees and Commissions

FEES. Subject to any custom fees, Applicant agrees to pay all fees for services rendered at the rates provided for in Truist's standard letter of credit fee schedule in effect at the time the service is provided. Fees are due on the date services are rendered. As of the date hereof, the standard letter of credit fee schedule is:

Issuance Fee:	\$350.00
Auto-extension/Evergreen Fee:	\$150.00 annually
Reissuance Fee:	\$150.00
Amendment Fee:	\$150.00

☒ **CUSTOM FEES.** If checked, applicant agrees to pay the following fees for services rendered at the time the services are provided: courier \$30.00

Issuance - \$350.00

annual fee: \$500.00

COMMISSIONS. (choose one and edit the percentage field as needed) In addition to the above referenced Fees, Applicant shall pay the following Commissions in connection with the Letter of Credit.

☐ **Standard Commission.** A commission equal to 1.00% per annum of the face amount of the Letter of Credit based upon an actual/360 basis, that is, actual number of days the Letter of Credit is to be outstanding elapsed over a year of 360 days but in no event shall the commission be less than \$500 if the face amount of the Letter of Credit is less than \$50,000 or \$1,000 if the face amount of the Letter of Credit is greater than \$50,000. The commission shall be due and payable at issuance and annually thereafter while the Letter of Credit remains outstanding.

☐ **Commission under terms of Loan Agreement/Credit Agreement/Syndication Credit Agreement.** Such commission or other compensation as set forth in the credit agreement in connection with the Letter of Credit which shall be due and payable in accordance with the terms of said Agreement.

All bills will be sent to the primary Applicant's address unless a different address is provided below:

Company Name	Attention To		
Archdiocese of Miami	Michael Casciato		
Street Address or P.O. Box	City	State	ZIP Code
9401 Biscayne Blvd	Miami Shores	Fl	33138-####
Telephone Number	Fax Number		
305-762-1033			

Additional Terms and Conditions

In addition to the preceding terms and conditions described in this Agreement, Applicant further agrees with Truist as follows:

1. **PAYMENT OF INSTRUMENTS.** Truist is authorized to honor drafts or other request for payment (each a "Draft") presented to it pursuant to the Letter of Credit and in accordance with the terms thereof. It is expressly agreed that the Bank may honor any Draft without requiring additional evidence other than as stated in the Letter of Credit. Except as to instructions given by Applicant in writing in this Agreement expressly to the contrary, Truist and its correspondents may (a) receive and accept any documents issued or purporting to be issued by or on behalf of Beneficiary; (b) honor Drafts for partial payment; and (c) honor any Instruments or other documents otherwise in order purportedly signed or issued by an administrator, executor, trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, liquidator, receiver or other legal representative of the party authorized under the Letter of Credit to draw or issue such Instruments or other documents.

2. **APPLICANT'S OBLIGATIONS.**

- (A) Applicant covenants and agrees to promptly comply with and perform each obligation under this Agreement, including the Payment Obligations as hereinafter defined (collectively the "Obligations").
- (B) The Applicant promises to pay to Truist, on demand and in immediately available funds at any of its offices, or at such place as Truist may in writing designate, the following amounts (the "Payment Obligations"):

- (i) The amount of each Draft drawn under or purporting to be drawn under the Letter of Credit. As to Drafts which are payable in currency other than United States currency, the amount to be paid by Applicant will be the amount required to purchase the currency from Truist at Truist's current selling rate for cable transfers to the place of payment in the currency and in the amount in which such Draft was drawn. If there is then no current selling rate generally offered by Truist for effecting such cable transfers, Applicant agrees to pay Truist an amount, which Truist then deems necessary to pay or provide for the payment of Applicant's Obligations hereunder. By prior arrangement satisfactory to Truist, as to any Draft payable in currency other than United States currency, Applicant may pay to Truist the amount of such Draft by making such amount immediately available to Truist by the deposit of such amount (in the currency in which such Draft is payable) to an account maintained by Truist at a financial institution to be specified by Truist under advice to Truist. Notwithstanding the manner of payment or the currency in which any Draft is drawn, Applicant shall remain liable for any deficiency which may result if the actual cost to Truist or settlement of Truist's obligation under the Letter of Credit proves to be in excess of the amount so paid by Applicant and Applicant shall be entitled to a refund, without interest, of any excess payment made to Truist.
- (ii) All fees and commissions for the issuance of, or any extension, amendment or continuation of the Letter of Credit, together with all commissions, fees, charges, and expenses (including all charges for legal services) which may be paid or incurred by Truist in connection with the Letter of Credit, including but not limited to costs of complying with any and all applicable governmental exchange regulations and all correspondent's charges, for Applicant accounts, Telex/Swift transmissions fees, overnight domestic courier fees, foreign courier fees and faxing fees, any fees charged to Truist by any other third parties in connection with the issuance, advise/confirmation, negotiation, amendment or collection of the Letter of Credit, any stamp taxes, recording taxes or similar taxes or fees payable in connection with the Letter of Credit or this Agreement. Applicant shall not be entitled to a rebate of any portion of the commissions, fees, or charges paid to Truist if the Letter of Credit shall expire or terminate, or if the amount available under the Letter of Credit shall be reduced prior to the end of the period for which such commissions, fees, or charges are paid.
- (iii) The costs and expenses incurred by Truist in the enforcement of any rights or remedies hereunder.
- (iv) A late charge equal to 4% of any amount that remains unpaid 15 days or more past the due date.

- (C) Applicant authorizes Truist to debit any of Applicant's accounts at Truist for the payment of any fee, commission, Drafts, Payment Obligations, or any other payments due under this Agreement.

3. **COLLATERAL.** Collateral (as hereinafter defined) shall secure the performance of all present or future Obligations of every kind and description, however evidenced, of the Applicant, whether such Obligations are direct or indirect, fixed or contingent, liquidated or unliquidated, including any extensions, amendments, modifications, or renewals thereof. For purposes of this Agreement, "Collateral" shall mean and include (i) collateral and other security interests granted to Truist as security for the indebtedness of Applicant under any line of credit or syndication agreement which this Letter of Credit may be issued, (ii) to the extent permitted by applicable law, all tangible and intangible property, rights, claims and demands of every kind (including deposit balances) now or hereafter belonging to the Applicant and which may now or hereafter be in the possession, custody or control of, or in transit to, or set apart for the Bank or its agents for any purpose, and which Applicant does hereby grant a security interest therein; (iii) the collateral granted under the instruments designated below and (iv) the proceeds of the foregoing.

- ☐ Deed of Trust / Mortgage / Security Deed granted in favor of Bank dated _____ granted by _____; and
- ☐ Assignment of Leases and Rents granted in favor of Bank dated _____ granted by _____; and
- ☐ Security Agreement dated _____ given by _____; and
- ☐ Control Agreement dated _____, among _____; and
- ☐ Assignment of Deposit Account dated _____, executed by _____; and
- ☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____; and

☒ unsecured ; and

Applicant, upon Truist's demand, shall deliver, convey, transfer, or assign to Truist additional property of a value and character satisfactory to Truist to serve as additional collateral for the Obligations. This Agreement shall constitute a Security Agreement under the UCC. Applicant shall execute or cause to be executed such other documents and/or security agreements deemed necessary or appropriate by Truist to evidence and perfect its liens and security interest in any of the Collateral. Applicant authorizes Truist to file any UCC Financing Statement it deems necessary to perfect or continue its security interest in the Collateral.

4. REPRESENTATIONS AND WARRANTIES. Applicant warrants and represents to Truist as follows:

- (A) The execution and delivery by Applicant of this Agreement, and the performance by Applicant of its Obligations hereunder, have been duly authorized by all requisite action on the part of Applicant, and do not and will not (i) violate any provision of any law, rule or regulation, or any order, writ, judgment, injunction, or ruling of any court or governmental agency, or (ii) be in conflict with, result in a breach of, or constitute, with notice or lapse of time or both, a default under any indenture, agreement or other instrument to which Applicant is a party or by which Applicant or any of its property is bound or under its organizational documents.
- (B) This Agreement is the legal, valid, and binding agreement of Applicant, enforceable against Applicant in accordance with its terms.
- (C) This Agreement and the Letter of Credit to be issued hereunder are for a business purpose, do not evidence or constitute a "consumer transaction", as defined in the UCC, and none of the proceeds from the Letter of Credit shall be used for personal, family or household purposes.
- (D) The information in this Agreement and any other documents or information submitted in connection with this Agreement, including financial statements, are true and correct statements and may be treated by Truist as a continuing statement thereof until replaced by a new submission, a new Agreement or until the Applicant specifically notifies Truist in writing of any change.
- (E) Neither the Letter of Credit nor any proceeds therefrom will be used directly or indirectly (a) to fund or finance any operations, investments or activities in or make any payments to a (i) Person (as defined below) that is, or is owned or controlled by, Persons that are the subject of any Sanctions (as defined below) (each a "Sanctioned Person") or (ii) country or territory that is the subject of Sanctions, or is owned or controlled by one or more Sanctioned Person (a "Sanctioned Country"), or in any other manner that would result in a violation of any Sanctions by any Person, or (b) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any laws, rules or regulations of any jurisdiction concerning or relating to bribery or corruption. For purposes of this Agreement, the term "Person" shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any governmental authority or governmental agency. For purposes of this Agreement, "Sanctions" means any trade, economic or financial sanctions administered or enforced by the Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the EU, His Majesty's Treasury, or other relevant sanctions authority.
- (F) Applicant, nor any subsidiary, affiliate, director, officer, employee, or agent of Applicant will (a) be or become a Sanctioned Person, (b) allow any of their assets to be located in a Sanctioned Country, or (c) derive any of their operating income from investments in, or transactions with, one or more Sanctioned Persons or Sanctioned Countries.

5. COVENANTS. Applicant covenants with Truist that as long as any Letter of Credit issued hereunder remains outstanding, including through any extension thereof, as follows:

- (A) Applicant shall comply with all foreign and US Laws, rules, and regulations now or hereafter applicable to the execution, delivery, and performance by Applicant of this Agreement or to the transactions related to the Letter of Credit.
- (B) Applicant shall execute and deliver to Truist any other documents and instruments in form and substance acceptable to Truist, as Truist may from time to time reasonably require in connection with the Letter of Credit and Applicant shall pay the cost of filing the same, including all recordation, transfer and other taxes or fees.
- (C) Applicant shall promptly review and respond within 3 business days after Applicant receives an inquiry or request to review any proposed Letter of Credit or documents received in connection therewith; provided that this provision does not require or obligate Truist to seek Applicant's review of any Letter of Credit, Draft, or document. Applicant's approval of the Letter of Credit prior to issuance to the Beneficiary shall be deemed an acceptance by Applicant of the Letter of Credit and its compliance with the terms of this Agreement.

(D) Applicant does hereby subrogate to Bank the Applicant's rights in respect of any transaction in any way related to the Letter of Credit or any Drafts, including rights against Beneficiary, any collateral, all of Applicant's rights and causes of action against any and all parties arising from or in connection with any contract of sale or purchase of property covered by the Letter of Credit or any other transaction involving the Letter of Credit, or any guarantees, agreements or other undertakings (including those in effect between Applicant and any Account Party named in the Letter of Credit), Letters of Credit, policies of insurance or other assurances in connection therewith.

6. **EVENTS OF DEFAULT.** The following shall constitute an event of default ("Event of Default") under this Agreement: (A) failure to pay any of the Payment Obligations when due, whether at maturity, by acceleration, or otherwise; (B) non-performance of any covenant or term or Obligation contained in this Agreement or any other document executed in connection with the Obligations; (C) any misrepresentation or breach of any warranty or covenant made by Applicant in this Agreement or any other document executed in connection with the Obligations; (D) the occurrence of an Event of Default under any agreement relating to indebtedness for borrowed money with Truist or any other agreement; (E) the death, suspension, dissolution or termination of existence of Applicant; (F) commencement of any petition in bankruptcy by or against Applicant, or any proceedings in bankruptcy, insolvency, or other laws relating to the relief of debtors for the relief or readjustment of any indebtedness of Applicant, either through reorganization, extension or otherwise; (G) any assignment for the benefit of creditors by Applicant; (H) the appointment of a receiver of any property of Applicant; (I) a material change in the ownership, control or management of the Applicant or any guarantor unless such change is approved by Truist or the sale or transfer by any Applicant or any guarantor of all or substantially all of such party's assets other than in the ordinary course of business; or (J) as permitted by applicable law, a determination by Truist of a material adverse change in the financial condition, business results, assets, or liabilities of the Applicant or any guarantor has occurred since the date of this Agreement.
7. **REMEDIES.** Upon the occurrence of an Event of Default, in addition to any other rights and remedies available to Truist under the UCC, the UCP, the ISP98, and any other applicable law, this Agreement, and any other agreement between Truist and Applicant, Truist shall have the right to demand and Applicant shall promptly deliver an amount in U.S. dollars immediately available funds equal to the face amount of the Letter of Credit to be held by Truist as Collateral for the Obligations of Applicant hereunder and Truist is hereby authorized to use same for the payment of any Obligations hereunder as the same may become due. In addition, Truist may exercise any and all rights under applicable law and loan documents against the Collateral, at the time of such Event of Default or may delay exercising such rights until after any Drafts under the Letter of Credit or such time as Truist determines the extent of the Obligations owed to Truist, and Truist may hold the proceeds of any such exercise of rights until the Letter of Credit shall have terminated or Truist shall have no obligation with respect to the Letter of Credit. To the extent permitted by applicable law, Truist may set off any amounts due under this Agreement against money, stocks, bonds or other security or property of any nature whatsoever on deposit with, held by or in the possession of Truist or its agents for the Applicant's account, without prior notice to or consent by the Applicant.
8. **AMENDMENTS.** This Agreement may be modified only by written agreement signed by Applicant and Truist. The Letter of Credit may be modified upon request of Applicant; provided however, Truist need not consent to such request unless Truist is bound by a written signed commitment to do so. Any amendment to the Letter of Credit shall be subject to a written agreement between Truist and Beneficiary, and as permitted under the UCP or ISP98 as applicable and Applicant shall be bound by such amended Letter of Credit, any amendment to this Agreement and any action taken by Truist or any of its agents pursuant thereto. If the Letter of Credit may be extended or terminated by a notice given or other action taken by Truist (with or without the passage of time), then, whether or not requested to do so by the Applicant, Truist shall have the right to give such notice or take such action, fail or refuse to do so, or fail to retain proof of doing so. Truist may require and Applicant shall obtain the Beneficiary's acknowledgment of any Letter of Credit termination and shall obtain from Beneficiary a return of the original Letter of Credit to Truist. Truist shall have no obligation or commitment to issue, extend, amend, or renew any Letter of Credit. On the date of any issuance, extension, renewal or amendment of any Letter of Credit, Applicant represents and warrants that no Event of Default exists or would result from the issuance hereof; and that all the representations and warranties herein are true and correct on and as of such date.
9. **NONWAIVER.** No delay by Truist in exercising any of its rights and remedies, and no notice or demand, which may be given to or made upon Applicant by Truist with respect to any right or remedy, shall constitute a waiver thereof, or limit or impair Truist's right to take any action or to exercise any power of sale, or other rights or options, without notice or demand, or prejudice Truist's rights as against Applicant in any respect. The terms and conditions of this Agreement may not be waived or amended except with the written consent of Truist.

10. WAIVERS; EXCULPATIONS; LIMITATIONS OF LIABILITY.

- (A) Applicant's Obligations shall be irrevocable and unconditional and performed strictly in accordance with the terms of this Agreement, irrespective of: (i) any change or waiver in the time, manner or place of payment, or any other term of the Obligations (including any release) of any other party who, if applicable, has guaranteed or is jointly and severally liable for any of the Obligations or granted any security therefore; (ii) any exchange, change or release of any Collateral or other collateral (including any failure of Truist to perfect any security interest therein) securing any of the Obligations; (iii) any Draft or presentation under the Letter of Credit being forged, fraudulent or any statement therein being untrue or inaccurate; or (iv) any agreement by Truist and any Beneficiary extending or shortening Truist's time after presentation to examine documents or to honor or give notice of discrepancies.
- (B) Without limiting the foregoing, it is expressly agreed that the Applicant's Obligations to reimburse or to pay Truist pursuant to this Agreement will not be excused by ordinary negligence, gross negligence, wrongful conduct, or willful misconduct of Truist. However, in any independent action or proceeding brought by Applicant against Truist following such reimbursement or payment by Applicant, Truist shall not be excused from liability to Applicant to the extent a final, non-appealable judgment by a court of competent jurisdiction finds direct damages suffered by Applicant that were caused directly by Truist's gross negligence or willful misconduct; provided that (i) Truist shall be deemed to have acted with due diligence and reasonable care if it acts in accordance with standard Letter of Credit practice of commercial banks located in the place that the Letter of Credit is issued; and (ii) Applicant's aggregate remedies against Truist for wrongfully honoring a presentation shall in no event exceed the aggregate amount paid by Applicant to Truist with respect to the honored presentation, plus interest.
- (C) Without limiting any other provision of this Agreement, Truist and its correspondents: (i) may rely upon any oral, telephonic, telegraphic, facsimile, electronic, written or other communication believed in good faith to have been authorized by Applicant, whether or not given or signed by an authorized person; (ii) shall not be responsible for any acts or omissions by, or the solvency of, any Beneficiary, any nominated person or any other person; (iii) may honor any presentation or drawing under the Letter of Credit that appears on its face substantially to comply with the terms and conditions of the Letter of Credit; (iv) may permit partial drawings under the Letter of Credit, except as otherwise expressly stated in the Letter of Credit, and may honor Drafts without inquiry; (v) may disregard any requirement of the Letter of Credit that presentation be made to it at a particular place or by a particular time of day (but not any requirement for presentation by a particular day) or that notice of dishonor be given in a particular manner, and Truist may amend or specify any such requirement in the Letter of Credit; (vi) may accept as a Draft any written or electronic demand or request for payment under the Letter of Credit, even if nonnegotiable or not in the form of a Draft, and may disregard any requirement that such Draft, demand or request bear any or adequate reference to the Letter of Credit; (vii) may honor, before or after its expiration, a previously dishonored presentation under the Letter of Credit, whether pursuant to court order or as settlement or compromise of any claim that is wrongfully dishonored or otherwise, and shall be entitled to reimbursement to the same extent (if any) as if it had initially honored plus reimbursement of any interest paid by it; (viii) may honor, upon receipt, any drawing that is payable upon presentation of a statement advising negotiation or payment (even if such statement indicates that a Draft or other document is being separately delivered) and shall not be liable for any failure of any Draft or document to arrive or to conform with the Draft or document referred to in the statement or any underlying transaction; (ix) may retain proceeds of the Letter of Credit based on a valid exercise of Truist's set off rights or an apparently applicable attachment order or blocking regulation; (x) may select any branch or affiliate of Truist or any other bank to act as advising, transferring, confirming and/or nominated bank under the applicable law and standard Letter of Credit practice of commercial banks; and (xi) shall not be responsible for any other action or inaction taken or suffered by Truist or its correspondents under or in connection with the Letter of Credit, with any presentation thereunder or with any Collateral, if required or permitted under any applicable domestic or foreign law or Letter of Credit practice.
- (D) Neither Truist nor any of its correspondents shall be liable in contract, tort, or otherwise, for any punitive, exemplary, consequential, indirect, or special damages. Any claim by Applicant under or in connection with this Agreement or the Letter of Credit shall be reduced by an amount equal to the sum of (i) the amount (if any) saved by Applicant as a result of the breach or other wrongful conduct complained of; and (ii) the amount (if any) of the loss that would have been avoided had Applicant taken all reasonable steps to mitigate any loss, including by enforcing its rights in the transaction(s) underlying the Letter of Credit, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Truist to effect a cure.

11. INDEMNIFICATION. Applicant will indemnify and hold harmless Truist and its officers, directors, affiliates, employees, attorneys and agents (each, an "Indemnified Party") from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements and other dispute resolution expenses,

fees and expenses in preparation for a defense of any investigation, litigation or proceeding, and costs of collection) that arise out of or in connection with: (A) the Letter of Credit or any pre-advice of its issuance; (B) any payment or action taken or omitted to be taken in connection with the Letter of Credit or this Agreement (including any action or proceeding to (i) restrain any presentation, (ii) compel or restrain any payment or the taking of any other action under the Letter of Credit, (iii) obtain damages for wrongful dishonor or honor of the Letter of Credit or for breach of any other duty arising out of or related to the Letter of Credit, (iv) compel or restrain the taking of any action under this Agreement or (v) obtain similar relief (including by way of interpleader, declaratory judgment, attachment or otherwise), regardless of who the prevailing party is in any such action or proceeding); (C) an adviser or a confirmer or other nominated person seeking to be reimbursed, indemnified or compensated, (D) any Beneficiary requested to issue its own undertaking seeking to be reimbursed, indemnified or compensated or (E) any third party seeking to enforce the rights of an Applicant, Beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds, this Agreement, the Collateral or the Letter of Credit; (F) the release by Applicant of any Letter of Credit to any third party prior to its issuance by Truist; or (G) any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority (including with respect to any document or property received under this Agreement or the Letter of Credit) or any other cause beyond Truist's control, except to the extent such liability, loss, damage, cost or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from such Indemnified Party's gross negligence or willful misconduct. Applicant will pay on demand from time to time all amounts owing under this section. If and to the extent that the Obligations of Applicant under this section are unenforceable for any reason, Applicant agrees to make the maximum contribution to the payment of such Obligation that is permissible under applicable law.

12. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon Applicant, its heirs, executors, administrators, personal representatives, successors and assigns, and shall inure to the benefit of, and be enforceable by Truist, its successors, transferees, and assigns. This Agreement shall become effective and Applicant shall be bound by the provisions of this Agreement upon submission to Truist; provided that Truist shall have no obligation to issue any Letter of Credit hereunder until such time as a credit decision has been made to issue such Letter of Credit and all conditions precedent for such issuance have been satisfied. If any consideration transferred to Truist in payment of, or as collateral for, or in satisfaction of the Obligations, shall be voided in whole or in part as a result of (A) a subsequent Bankruptcy or insolvency proceeding; (B) any forfeiture or in rem seizure action or remedy; (C) any fraudulent transfer or preference action or remedy; or (D) any other criminal or equitable proceeding or remedy, then Truist may at its option recover the Obligations or the consideration so voided from Applicant. In such event, Truist's claim to recover the voided consideration shall be a new and independent claim arising under this Agreement and shall be jointly and severally due and payable immediately by Applicant. Applicant may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Truist, which consent may be withheld by Truist in its sole discretion (and any other attempted assignment or transfer by Applicant shall be null and void). Truist may at any time, without the consent of, or notice to, Applicant, pledge or assign to any person, or grant participations in, all or any portion of its rights under this Agreement, Letter of Credit or Collateral and Truist shall be released from its obligations hereunder to the extent of such assignment. Truist may forward to each purchaser, transferee, assignee, or participant all documents and information which Truist now has or may hereafter acquire relating to Applicant, the Collateral and this Agreement.
13. **GOVERNING LAW; VENUE.** Any Letter of Credit issued hereunder shall be governed by the terms and provisions of the Uniform Commercial Code in effect in the State of North Carolina, and the terms and conditions of the ISP98 or UCP, as indicated herein above, and any subsequent revisions thereof, the terms of which are hereby incorporated by reference, unless expressly modified herein or excluded herefrom. In the case of conflict between the UCC and ISP98 or UCP, as stated in the Letter of Credit, the ISP98 or UCP shall control. Any legal action with respect to the credit or the Obligations may be brought in the courts of the State of North Carolina or in the appropriate U.S. District Court situated therein. Applicant hereby unconditionally submits to the jurisdiction of such courts and waives any objection to the laying of venue based on the grounds of forum non conveniens.
14. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, APPLICANT AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER OF CREDIT AND ANY OTHER DOCUMENT OR INSTRUMENT RELATED THERETO.
15. **USA PATRIOT ACT.** Truist hereby notifies Applicant that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), Truist may be required to obtain, verify, and record information that identifies Applicant, which information includes the name and address of Applicant and other information that will allow Truist to identify Applicant in accordance with the Act. Further, Truist hereby notifies Applicant that, pursuant to

the requirements of the Beneficial Ownership Rule (31 C.F.R. §1010.230), Truist may be required to obtain, verify, and record information contained in a beneficial ownership certification executed by Applicant, which will identify the key individuals who have beneficial ownership or control of Applicant. Applicant hereby agrees to provide to Truist the Applicant's legal name, address, tax identification number, and date of birth (if Applicant is an individual), and any and all other information or documentation as requested by Truist in order for Truist to verify the identity of the Applicant in accordance with the USA Patriot Act and the Beneficial Ownership Rule.

16. **MISCELLANEOUS.** If this Agreement is signed by two or more Applicants, it shall be the joint and several obligation of each. Each named Account Party shall be an Applicant for purposes of this Agreement and is subject to the terms, conditions and liabilities set forth herein. Truist at its discretion may accept, or seek instruction, from any Applicant or Co-Applicant regarding a Letter of Credit, including, without limitation, any amendment thereto or waiver of any discrepancy there under. Wherever possible each provision of this Agreement shall be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All representations, warranties, covenants, and agreements contained herein or made in writing by Applicant in connection herewith shall survive the execution and delivery of this Agreement and any other agreement, document or writing relating to or arising out of any of the foregoing. By providing email address, Applicant consents to receipt of communications from Truist to Applicant electronically. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement. Time is of the essence in the payment and performance of this Agreement.

The undersigned acknowledges and agrees to the terms of this Application and Agreement.

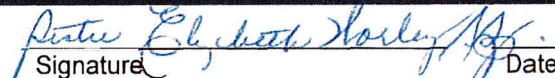
Applicant

Archdiocese of Miami

Entity or Individual's Name

CHANCELLOR & COO

Title



Signature

02/03/2025

Date

SISTER ELIZABETH WORLEY S.S.J.

Printed Name

Co-Applicant/Account Party

Entity or Individual's Name

Signature

Date

Title

Printed Name

***** This Application and Agreement requires Original wet signatures and must be returned to Truist*****

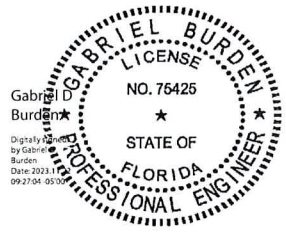
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS					
ARCHBISHOP MCCARTHY TRAINING FACILITY					
November 22, 2023					
POTABLE WATER					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
7	6" DIP	71	LF	\$25.25	\$1,792.75
8	6" GATE VALVE	2	EA	\$1,010.23	\$2,020.46
9	8"x6" TAPPING SLEEVE AND VALVE	2	EA	\$3,200.00	\$6,400.00
10	6" DCDA	1	EA	\$7,000.00	\$7,000.00
11	6"x6" TEE	1	EA	\$300.00	\$300.00
12	FDC	1	EA	\$2,500.00	\$2,500.00
SUBTOTAL					\$20,013.21

Legend:
 SY = Square Yard, SF = Square Foot, LS = Lump Sum, EA = Each, QTY = Quantity

Notes:
 Based on current plans completed to date.
 Earthwork - figure assumed based on minimal organic soils stabilized in place.
 Does not include soft costs such as: permit fees, impact fees, staff time, etc.

POTABLE WATER: \$20,013.21
 TOTAL = \$20,013.21

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GABRIEL BURDEN, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Gabriel Burden
 License No. 75425
 State of Florida

ARCHBISHOP EDWARD A MCCARTHY HIGH SCHOOL
OPERATING ACCOUNT
5451 S FLAMINGO RD
SOUTHWEST RANCHES, FL 33330



71811

TRUIST
63-9138/2631

PAY TO THE
ORDER OF CITY OF COOPER CITY

01/06/2025

\$

1,798.52

DOLLARS

One Thousand Seven Hundred Ninety-Eight Dollars and Fifty-Two Cents

CITY OF COOPER CITY
9090 SW 50TH PLACE
COOPER CITY, FL 33328-4227



AUTHORIZED SIGNATURE

MEMO



ARCHBISHOP EDWARD A MCCARTHY HIGH SCHOOL

71811

Bill #	Invoice #	Inv. Date	Comment	Amount
73474	01062025	1/6/2025	WATER HOOK UP FEE FOR NEW FIRE HYDRANT FOR IND	1,798.52
	Check # 71811		Check Date: 1/6/2025	1,798.52

Pay To: CITY OF COOPER CITY, 9090 SW 50TH PLACE, COOPER CITY, FL 33328-4227

45369

ARCHBISHOP EDWARD A MCCARTHY HIGH SCHOOL

OPERATING ACCOUNT
5451 SW LAMAR AVE
GUTHRIE ST RANCHES, FL 33330



TRUST
63-51352631

12/21/2023

PAY TO THE
ORDER OF

COOPER CITY UTILITIES

\$ 1,250.00

DOLLARS

One Thousand Two Hundred Fifty Dollars and Zero Cents

COOPER CITY UTILITIES
11791 SW 49TH STREET
COOPER CITY, FL 33330

MEMO

AUTHORIZED SIGNATURE