

TRANSACTION FORM A
FINANCIAL CLOSE SECURITY

**TRANSACTION FORM A
FINANCIAL CLOSE SECURITY
IRREVOCABLE STANDBY LETTER OF CREDIT**

ISSUER: _____]

PLACE FOR PRESENTATION OF DRAFT: (Name and Address of Bank/Branch)

APPLICANT: _____]

BENEFICIARY: Miami-Dade County
[Address]
[Address]

LETTER OF CREDIT NUMBER: _____]

PLACE AND DATE OF ISSUE: _____]

AMOUNT: **Ten Million Dollars (\$10,000,000)** [Note: The amount of a single letter of credit may be less, on the condition that the sum of the letters of credit total \$10,000,000 in the aggregate. In lieu of a new letter of credit, an amendment to the original letter of credit submitted for the Proposal Security may be provided, on the condition that the sum of the original letter of credit and the amendment total \$10,000,000 in the aggregate, the original expiration date is amended to the date required herein, and all other applicable amendments are made to comply with the requirements herein.]

STATED EXPIRATION DATE: _____ [Note: Insert date that is at least 190 days from the later of (i) 90 days following the Project Agreement Effective Date and (ii) January 27, 2020.]

The Issuer hereby issues this Irrevocable Standby Letter of Credit ("Letter of Credit") in favor of the Miami-Dade County ("MDC"), for the amount of Ten **Million Dollars (\$10,000,000)**, available by draft at sight drawn on the Issuer. Any draft under this Letter of Credit shall:

1. Identify this Letter of Credit by the name of the Issuer, Letter of Credit Number, Amount, and Place and Date of Issue; and
2. Be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that:
 - (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
 - (b) "This drawing is due to _____'s failure to achieve financial close by the Financial Close Deadline set forth in the Project Agreement between _____ and Miami-Dade County to Design, Build, Finance, Operate and Maintain the Civil and Probate Courthouse."

All drafts will be honored if presented to (Bank/Branch - Name & Address) on or before the Stated Expiration Date described above. If a draft in compliance with the terms and conditions of this Letter of Credit is presented at or prior to (time) Eastern time on any Banking Day, Issuer will

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honor the draft on the same day. If such draft is presented after (time) Eastern time on any Banking Day, Issuer will honor the draft before (time) Eastern time on the following Banking Day. Drafts under this Letter of Credit may be presented between [] a.m. and [] p.m. Eastern time on any Banking Day. As used herein, "Banking Day" means any date that is not a Saturday or Sunday or other day on which commercial banks in [] are authorized by law or executive order to close.

This Letter of Credit shall be canceled on the earlier of (i) the stated "Expiration Date" (above) and (ii) the date of receipt by the Issuer of a letter, signed by the Beneficiary, stating that this Letter of Credit may be canceled and accompanied by the original Letter of Credit and any original amendments(s), if any.

This Letter of Credit is governed by the laws of the State of Florida and is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 [ISP]. In the event of any conflict between Florida law and the ISP, Florida law shall prevail. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Florida, and the parties expressly agree that the courts of the State of Florida shall have exclusive jurisdiction to decide any questions arising hereunder.

Issuer: []

By: []

(Authorized signature of Issuer)