



# University of Central Florida

(Excess TDT Revenues) 2024 Custody

Date: October 29, 2024 - REVISED

**Fee Schedule for the following:**

Custodian

**Presented By:**

The Bank of New York Mellon Trust Company, N.A.

## Fee Schedule

Subject to the Terms and Disclosures below, upon appointment of **The Bank of New York Mellon Trust Company, N.A.** ("BNY" or "us") in the roles as outlined within this Fee Schedule (this "Fee Schedule"), The University of Central Florida Board of Trustees ("You" or "Client") shall be responsible for the payment of the fees, expenses, and charges as set forth herein and shall remain responsible notwithstanding that an affiliated or sponsored legal entity executes the Transaction Documents (the "**Transaction Documents**").

### Custodian – option if funds are held in cash or money market

**Acceptance Fee** **Waived**

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Fee Schedule (the "**Transaction**"), and compensates BNY for the following: review of all supporting documents, initial establishment of the required accounts, and Know Your Client checks.

**Annual Fee, Per Account** **\$750**

Annual Fees cover a period of one year and any portion thereof and are not subject to pro-ration. An annual fee covering the duties and responsibilities related to account administration, which may include maintenance of accounts on various systems, collection and payment of principal and interest on assets held in the account.

### Custodian – option if funds are held in anything other than cash or money market

**Acceptance Fee** **Waived**

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Fee Schedule (the "**Transaction**"), and compensates BNY for the following: review of all supporting documents, initial establishment of the required accounts, and Know Your Client checks.

**Annual Fee, Per Account** **\$1,000**

Annual Fees cover a period of one year and any portion thereof and are not subject to pro-ration. An annual fee covering the duties and responsibilities related to account administration, which may include maintenance of accounts on various systems, collection and payment of principal and interest on assets held in the account.

**Investment Agreement - Annual Fee, Per Agreement (if applicable)** **\$1,000**

An annual fee for ongoing administration of each Investment Agreement, repurchase Agreement or Forward Purchase Agreement. BNY will further assess a onetime fee of \$500 covering the review and negotiation of each agreement. The fees and expenses incurred by BNY's legal counsel in connection with its review and negotiation of each agreement will additionally be billed at the actual amount of fees and expenses charged by legal counsel.

**Internal Counsel Fees, Per Opinion (if applicable)** **\$1,500**

If a legal opinion is to be provided by BNY internal counsel, You will be charged the amount quoted and such amount will be payable upon the closing of the Transaction. In the event that the Transaction is terminated prior to closing, You will remain responsible for charges for BNY counsel time incurred up to and including the termination date.

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

PNFP\_CUS\_NA\_001\_03

## Additional Notes

### **Extraordinary Services / Miscellaneous Fees**

Charges for performance of extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY's sole discretion. If it is contemplated that BNY hold/and or value collateral, additional acceptance, administration, and counsel review fees will be applicable to the agreement governing such services.

Miscellaneous fees and expenses may be charged for services relating to the following (which is not intended to be an exhaustive list): supplemental agreements, tender processing, the preparation and distribution of sinking fund redemption notices, optional redemptions, failed remarketing processing, preparation of special or interim reports, UCC filing fees, auditor confirmation fees, wire transfer fees, Letter of Credit drawdown fees, transaction fees to settle third-party trades, and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents, and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred.

You agree to reimburse BNY for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law. Unless specifically listed in this Fee Schedule, the fees, expenses and disbursements of BNY legal counsel are not included in the charges listed above.

### **Out-of-Pocket Expenses**

Fees quoted in this Fee Schedule are solely for the provision of the services listed in this Fee Schedule, and any Out-of-Pocket Expenses are payable in addition to the fees quoted in this Fee Schedule. Out-of-Pocket Expenses may include, but are not limited to, courier, copying and statutory filing charges, any costs incurred in the publication of any notices or the holding and attending of any investor meetings, expenses arising as a result of a change in law, continuations, termination fees, FDIC or other government charges, and expenses of BNY's representative(s), including internal and/or external counsel fees for ordinary or extraordinary services required by BNY in the performance of any obligations under the Transaction Documents. Reimbursement will be required for any Out-of-Pocket Expenses and will be charged to You at the actual cost to BNY plus any applicable taxes.

### **Advance Fees**

BNY requires that You agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNY in relation to the Transaction. In the event that BNY provides any services to You prior to Your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNY reserves the right to cease providing services until such time as You agree to the fees quoted herein. BNY reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

### **Negative Interest Rates - Charges**

With respect to any funds invested or deposited by BNY in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNY or any account or balance opened for You by BNY, BNY may apply a charge to any of Your accounts or balances. BNY will give You prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNY may cause the effective interest rate applicable to Your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

#### PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

PNFP\_CUS\_NA\_001\_03

### **Investment of Proceeds**

In the event that BNY on holds proceeds from the Transaction and the Transaction Documents allows for the investment of such proceeds, please reach out to your BNY Relationship Manager concerning your investment options.

### **Overdraft Charges**

If BNY credits any cash account opened in connection with the Transaction in anticipation of receipt of funds by it, such advance credit is discretionary and may be reversed to the extent that final payment is not actually received. In this case or if You otherwise become indebted to BNY in connection with the Transaction (including, without limitation, overdrafts incurred in connection with the settlement of securities transactions, funds, transfers, or foreign exchange transactions), BNY may apply a charge to any of Your accounts or balances equal to the amount of any such advance, overdraft, or indebtedness plus accrued interest at a rate then charged by BNY to its institutional asset servicing customers.

## **Terms and Conditions**

### **General**

BNY's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation, financials and standard Know Your Customer procedures.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the Transaction has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-ration. Fees may be subject to adjustment during the life of the engagement.

### **OFAC Sanctions**

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

### **Acceptance/Revocation of Offer**

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to BNY, (ii) closing the Transaction, or (iii) instructing BNY or continuing to instruct BNY after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by You. If You agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNY may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNY's Acceptance Fee, any external counsel fees, expenses, and disbursements and all out-of-pocket expenses will apply.

### **Confidential Information**

Except as otherwise provided by law, all information provided to You by BNY must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNY's prior written approval, except as required by law, regulation or court order; provided that You will provide BNY with prompt notice of such disclosure unless prohibited by law.

#### **PRIVATE AND CONFIDENTIAL**

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

PNFP\_CUS\_NA\_001\_03

## **Miscellaneous**

You shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNY to vendors who have not performed services for BNY's benefit in connection with the Transaction or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Group"). The BNY Group may (i) centralise in one or more affiliates and subsidiaries certain activities (the "Centralised Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding You (which, for purposes of this provision, includes the name and business contact information for Your employees and representatives) and the accounts established pursuant to the Transaction Documents ("Your Information") and (ii) use third party service providers to store, maintain and process Your Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralised Functions and/or Outsourced Functions, You consent to the disclosure of, and authorise BNY to disclose, Your Information to (i) other members of the BNY Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Your Information. In addition, the BNY Group may aggregate Your Information with other data collected and/or calculated by the BNY Group, and the BNY Group will own all such aggregated data, provided that the BNY Group shall not distribute the aggregated data in a format that identifies Your information with You specifically. You represent that You are authorised to consent to the foregoing and that the disclosure of Your Information in connection with the Centralised Functions and/or Outsourced Functions does not violate any relevant data protection legislation. You also consent to the disclosure of Your information to governmental and regulatory authorities in jurisdictions where the BNY Group operates and otherwise as required by law.

## **Privacy Notice**

Your personal information is collected and will be used by the BNY Group. BNY is responsible for collecting and processing your personal information. Your personal information will be used in connection with the preparation of internal distribution lists, the distribution of materials for the purposes of hearing more about BNY's services and events, and compliance with legal requirements pertaining to individual and organizational identification (including Know Your Client requirements). This includes information required for onboarding of new clients, updating of information on existing client relationships, and information relating to associated parties with respect to any transaction with BNY, where applicable. Your personal information will be shared within the BNY Group as well as with third parties, including BNY Group's third-party service providers, where necessary for the aforementioned purposes. The BNY Group will transfer or store your personal information in countries other than the country of administration of the Transaction, including those outside Europe and the European Economic Area, under the protection of appropriate safeguards. For more information about how we collect, use, and share personal information and your legal rights see the BNY Group's full privacy notice (the "Privacy Notice") at <https://www.bny.com/us/en/data-privacy.html> or contact your BNY Relationship Manager.

## **Customer Notice Required By the USA Patriot Act**

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When You establish a relationship with BNY, we will ask You to provide certain information (and documents) that will help us to identify You. We will ask for Your organization's name, physical address, tax identification or other government registration number and other information that will help us identify You. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for Your type of organization.

## **Governing Law and Third Party Rights**

This Fee Schedule (and any non-contractual obligations arising out of this Fee Schedule) shall be governed by and construed in accordance with the law of the state (the "State") governing the primary Transaction document (for example, the custody agreement). The Parties agree to submit to the jurisdiction of the courts of the State.

### **PRIVATE AND CONFIDENTIAL**

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

PNFP\_CUS\_NA\_001\_03

**The undersigned hereby accepts and agrees to the fees and the terms and conditions set forth in this Fee Schedule.**

**The University of Central Florida Board of Trustees**

**By:** \_\_\_\_\_  
**Name (*Print name in full*):** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

PNFP\_CUS\_NA\_001\_03