



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

April 1, 2025

BANCO SANTANDER, S.A., NEW YORK BRANCH
437 MADISON AVENUE, 6TH FLOOR
NEW YORK, NY 10022
ATTN: TRADE SERVICES

RE: Submittal of Signed Affidavit for Lost Letter of Credit – Bypass Bess LLC

To whom it may concern,

Please find the enclosed affidavit with original signatures for your use. The signed affidavit was requested by you in order to replace a Letter of Credit that was lost in the mail.

When this document is fully executed, please send me an electronic copy by email to sean.eglinton@fbctx.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Eglinton", is written over a horizontal line.

Sean Eglinton, P.E., CFM
Assistant County Engineer – Permits and Construction

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**LOST, STOLEN OR DESTROYED LETTER OF CREDIT
AFFIDAVIT AND INDEMNITY AGREEMENT**

Fort Bend County Judge KP George or His Successors in Office (the "Beneficiary"), by and through **[Name]**, its **[Title]**, being first duly sworn, states:

1. This Lost, Stolen or Destroyed Letter of Credit Affidavit and Indemnity Agreement (this "Agreement") relates to the original Letter of Credit No. **ISB1000002319/24** (as the same may have been amended to date, the "Original LC"), dated **October 30, 2024** issued by Banco Santander, S.A., New York Branch (the "Issuing Bank"), at the request or for the account of **Bypass Bess LLC** (the "Applicant"), for the benefit of the Beneficiary, in the original principal amount of (Seven Hundred and Fifty Thousand U.S. Dollars) (\$750,000.00).

2. This Agreement is made for the purpose of inducing the Issuing Bank to cancel the Original LC and deliver to the Beneficiary a new letter of credit (which may be marked as a replacement or duplicate original) to replace the Original LC (the "Replacement LC"). The Issuing Bank and the Beneficiary agree to the immediate cancellation of the Original LC, although the Original LC instrument (including any amendments thereto) requested by the Issuing Bank to cancel same is not provided by the Beneficiary to the Issuing Bank herewith.

3. In connection with the issuance of the Replacement LC, the Beneficiary hereby represents, warrants, and agrees as follows:

a. After having conducted a diligent investigation, the Beneficiary has been unable to find the Original LC and believes that the Original LC has been lost, stolen or destroyed.

b. The Beneficiary has not transferred or assigned, in whole or in part, the Original LC or otherwise granted to another individual or entity any right, title, interest, or claim in, to, or under the Original LC, and will not do so.

c. The Beneficiary agrees that if it ever finds the Original LC, it will promptly notify the Issuing Bank of the existence of the Original LC, mark the Original LC as cancelled, and promptly forward the Original LC to the Issuing Bank or the Issuing Bank's designee.

d. The Beneficiary agrees that to avoid any possibility of the Issuing Bank's having any liability under the Original LC in addition to liability under the Replacement LC, the Beneficiary has not made any drawing under the Original LC and will not make any drawing under the Original LC.

e. The Beneficiary shall indemnify, defend the Issuing Bank, the Applicant, and their respective officers, employees, agents, affiliates, correspondents, successors and assigns (each, an "Indemnitee") for, and hold each of them harmless from and against, any and all damages, demands, actions, proceedings, judgments, losses, liabilities, losses, claims, costs, payments, fees and expenses of any nature whatsoever (including counsel fees and disbursements) arising out of or in connection with (i) the Beneficiary's inability to find and deliver the Original LC to the Issuing Bank, (ii) the Issuing Bank's issuance and delivery of the Replacement LC, (iii) any claim which may be made with respect to the Original LC or this Agreement, including but not limited to, any claim by the Applicant, any presentation for payment of any draft(s) or demand(s) under the Original LC, or any claim by a purported transferee

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or assignee of the Original LC or of the proceeds thereof, or (iv) any inaccuracy or misstatement of fact in, or breach of any representation, warranty, or agreement in or under, this Agreement.

4. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by any electronic means that reproduces an image of the actual signature shall be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to, and the requirements to keep records in or relating to, this Agreement or the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries in electronic form and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and to the maximum extent provided for in any applicable law.

5. This Agreement shall be governed by and construed in accordance with the law of the State of New York (without regard to any conflict of laws provisions thereof). The Beneficiary agrees that the forum and venue for any action in respect of this Agreement shall be any state or federal court sitting in New York County, New York, and hereby irrevocably submits to the jurisdiction of any said court. The Beneficiary irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement.

6. This Agreement may not be amended nor may any provision hereof be waived, except in a writing signed by the party sought to be charged therewith.



(Beneficiary's signature)

By: KP George
 Print Name: KP George
 Title: Fort Bend County Judge

Subscribed and sworn to before me
 this 28 day of [date]. MARCH, 2025

Estefania Saucedo
 NOTARY PUBLIC

ACCEPTED AND AGREED TO:

Banco Santander, S.A., New York Branch

Signed by:
 By: Raygada, Jared
 Print Name: Raygada, Jared

834110v3 099999.0052 Executive Director

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Title:

By: 
 Signed by: 69238AA51F884DE
Print Name: Alexandre Stavale Madrid
Title:

Managing Director

4/8/2025 | 1:01 PM EDT

(Applicant's Signature)

By: _____
Print Name:
Title: