

AOA DEPOSIT AND LOAN FUND, L.L.C.

Effective January 1, 2026

# DEPOSIT ACCOUNT AGREEMENT

This updated Deposit Account Agreement applies to deposit accounts opened and maintained with AoA Deposit and Loan Fund, L.L.C. and is your contract with the Fund that governs your account with the Fund.

In this agreement, the terms “**Fund**,” “**we**,” “**us**,” and “**our**” refer to AoA Deposit and Loan Fund, L.L.C., a Georgia limited liability company, and “**you**” and “**your**” refer to each account owner and each authorized signer on your account. When this agreement provides that “**we may**” or “**the Fund may**” take an action, that means that you authorize us to take, and agree that we may take, such action.

***THIS AGREEMENT IS APPLICABLE TO ALL NEW ACCOUNTS OPENED WITH THE FUND, AND, IF YOU HAVE AN EXISTING ACCOUNT WITH THE FUND AND YOU KEEP YOUR EXISTING ACCOUNT OPEN AFTER YOU RECEIVE A COPY OF THIS AGREEMENT, YOUR EXISTING ACCOUNT, AND SHALL SUPERSEDE AND REPLACE, AS OF ITS EFFECTIVE DATE FIRST STATED ABOVE, ALL PRIOR AGREEMENTS REGARDING ANY EXISTING ACCOUNT YOU KEEP OPEN (INCLUDING ANY ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS CONCERNING THE TERMS OF YOUR ACCOUNT).***

We may from time to time change or update the terms of this agreement. Every change or update of terms of this agreement shall be made in writing and shall be distributed to you and all other Participants. If you keep an existing account with us open after your receipt of a copy of this agreement, you thereby agree to the terms of this agreement. If you keep your account open after your receipt of notice of any such change or update of the terms of this agreement, you thereby agree to the change or update to this agreement.

The Fund is a wholly-owned subsidiary of AoA Deposit and Loan Fund, the trust established pursuant to the Trust Agreement for the AoA Deposit and Loan Fund, made and entered into June 30, 2016, by the Archbishop of the Archdiocese of Atlanta (together with his successors, the “**Archbishop**”), as grantor, and the Archbishop, as Trustee (the “**Trust**”), which the Trust formed to facilitate the deposit of funds by, and the making of loans to, parishes within the territorial boundaries of the Roman Catholic Archdiocese of Atlanta (the “**Archdiocese**”) and other entities which are qualified as tax-exempt by virtue of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any applicable future Internal Revenue Code (the “**Code**”), and are organizations which are subject to the canonical administration of the Archbishop and approved by the Archbishop for participation in the Trust or other institutions which support the mission of the Archdiocese and are identified by the Archbishop from time to time (collectively, “**Participants**”), for the support of religious and charitable purposes (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time) of the Archdiocese and such parishes and other organizations and institutions.

Withdrawals from your account may be made only by submitting to us a properly executed withdrawal form approved by the Fund and executed by an individual whose signature appears on the then current signature card you have on file with the Fund. Upon our receipt of a properly executed withdrawal form, we expect to make the disbursement thereby requested within five Business Days (as defined below) of our receipt of the form. As used herein, the term “**Business Day**” means any day that is not a Saturday, a Sunday, or a holiday which appears on the approved Archdiocese Chancery calendar (which includes holidays that are not observed by commercial banks). You should plan ahead for the timing of your withdrawal needs. The Fund processes withdrawals via Bill.com, which reduces the chances of fraud and allows you to receive your funds via ACH (strongly preferred) or check (much slower). The Fund will disburse funds only to you and not to vendors or other third parties (except, under rare circumstances, at your request and at the Fund’s discretion by wire transfer directly to a commercial bank for deposit to a bank account with respect to which you are the customer and which is identified as such in our records).

Deposits to your account may be made at any time. Deposits may be made using your Bill.com account (preferred) or, at your option, by check, ACH payment, or wire transfer. Funds deposited in your account will be posted to your account (and available for withdrawal) when they have been received and posted to the Fund’s checking account with its commercial bank.

All transactions must be in U.S. dollars.

We will pay you interest on funds on deposit in your account, beginning on the day said funds are posted to your account, at the rate determined by the Fund, which is subject to change *in our discretion* at any time and from time to time. The effective rate of interest being paid on funds in your account on the effective date of this agreement is three percent (3.00%) per annum. We will notify you promptly of changes the Fund makes from time to time to said effective rate of interest.

We are responsible for exercising ordinary care and for complying with this Agreement. Except to the extent we fail to exercise ordinary care or to comply with this Agreement, and to the extent permitted by applicable federal or state laws, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorneys’ fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement.

We will not be liable for anything we do when following your instructions, including your instructions in regard to disbursements via electronic funds transfer. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with reasonable commercial standards. In no event will either we or you be liable to the other for any special, consequential, indirect, or punitive damages.

Circumstances beyond your or our control may arise and make it impossible for us to provide services to you or for you to perform your duties under this Agreement. If this happens, neither we nor you will be in breach of this Agreement. If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

We will make available to you monthly a statement of your account activity for the prior month, using the email address you provide to us or otherwise your last email address on file with us. You should examine the statement of your account as soon as you receive it. If the statement indicates any unauthorized transaction on your account or you otherwise believe that there is an error on your statement, you must notify us in writing within 30 days after your receipt of the statement by mail, email, or telephone at the mailing address, email address, or telephone number provided below our signature at the end of this agreement.

You or we may close your account at any time. If your account is closed, we will disburse to you the remaining balance in your account per our standard process.

We will commingle with our other funds, including the funds deposited with us by other Participants, the money you deposit to your account with us from time to time. We may invest funds you and other Participants deposit with us in loans we make from time to time to you and other Participants at their request and with the approval of the Archbishop or his designee. We may also invest such funds in financial instruments (including money market funds, treasury securities, bonds, and stocks) in accordance with the guidelines set forth in the Fund's Investment Policy Statement. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account. The Fund may establish reserves to protect the Fund against uncollectible accounts and negative returns on investments and to ensure ample liquidity.

If you owe us money at any time or from time to time on account of a loan or loans we may make to you or otherwise, we have the right to apply funds in your account to pay your debt to us when due or past due. This is known as a "right of setoff." When we exercise this right, we reduce the funds in your account by the amount of the debt that is due or past due as allowed by applicable law. Unless required by law, we do not need to give you prior notice to exercise our right of setoff.

You may not grant a security interest in, transfer, or assign your account to anyone other than us without our written agreement.

This agreement shall be interpreted in accordance with Canon Law (as defined in the Trust Agreement) and, to the extent consistent with said Canon Law, shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its choice-of-law principles, and all claims, disputes, and controversies relating to or arising out of this agreement or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Georgia, excluding its choice-of-law principles.

Any term of this agreement that is inconsistent with applicable law will be excluded to the extent of such invalidity. The invalid term will be considered modified by us and applied in a manner consistent with applicable law. Such modification will not affect the enforceability or validity of the remaining terms of this agreement.

**AoA Deposit and Loan Fund, L.L.C.**

By: 

Its: PRESIDENT

**Mailing address:**

2401 Lake Park Drive S.E.  
Smyrna, GA 30080

**Email address:** nmollet@archatl.com

**Telephone number:** 404-920-7406