

[REDACTED]

Standby Letter of Credit No. [REDACTED]

[REDACTED], 2019

\$ [REDACTED]

EXPIRATION DATE [REDACTED]

BENEFICIARY
Universal Service Administrative Company (USAC)
700 12th Street N.W., Suite 900
Washington, DC 20005

LETTER OF CREDIT PROVIDER

[REDACTED]

Study Area Code: [REDACTED]

Ladies and Gentlemen:

We hereby establish, at the request and for the account [REDACTED] in your favor, as required under the Report and Order, adopted on May 25, 2016, issued by the Federal Communications Commission ("FCC") in the matter of Connect America Fund, WC Docket 10-90 (the "Order"), our Irrevocable Standby Letter of Credit No. [REDACTED], in the amount of [REDACTED] U.S. Dollars (\$ [REDACTED]), expiring at the close of banking business at our office described in the following paragraph, on [REDACTED] or such earlier date as the Letter of Credit is terminated by USAC (the "Expiration Date"). This Letter of Credit shall automatically renew for one (1) year periods from the then current expiration date unless [REDACTED] provides written notice of non-renewal to USAC by a nationally recognized overnight delivery service with a copy to the FCC, 445 12th Street, S.W., Washington, DC 20554, at least sixty (60) days but not more than ninety (90) days prior to the expiry thereof. Capitalized terms used herein but not defined herein shall have the meanings accorded such terms in the Order.

Funds under this Letter of Credit are available to you against your draft in the form attached hereto as Annex A, drawn on our office described below, and referring thereon to the number of this Letter of Credit, accompanied by your written and completed certificate signed by you substantially in the form of Annex B attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at our office located at [REDACTED] Attn: [REDACTED] and shall be effected either by personal delivery or delivery by a nationally recognized overnight delivery service. We hereby commit and agree to accept such presentation at such office, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than the first banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by wire transfer of Federal Reserve Bank of New York funds to the payee and for the account you designate, in accordance with the instructions set forth in a draft presented in connection with a draw under this Letter of Credit.

Partial drawings are not permitted under this Letter of Credit. This Letter of Credit is not transferable or assignable in whole or in part.

This Letter of Credit shall be canceled and terminated upon receipt by us of the USAC's certificate purportedly signed by two authorized representatives of USAC in the form attached as Annex C.

This Letter of Credit sets forth in full the undertaking of the Issuer, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the **ISP** (as defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the **ISP**.

This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "ISP"), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the State of New York, including the Uniform Commercial Code as in effect in the State of New York. Communications with respect to this Letter of Credit shall be addressed to us at our address set forth below, specifically referring to the number of this Letter of Credit.

[Redacted]

[Redacted]

AUTHORIZED SIGNATURE
TITLE

[Redacted]

[Redacted]

AUTHORIZED SIGNATURE
TITLE

[Redacted]

ANNEX A
Form of Draft

To: [REDACTED]

DRAWN ON LETTER OF CREDIT No: [REDACTED]

AT SIGHT

PAY TO THE ORDER OF USAC BY WIRE TRANSFER OF FEDERAL
RESERVE BANK OF NEW YORK

FUNDS TO:

Account (_____)

AS [PHASE II AUCTION REPAYMENT]

[AMOUNT IN WORDS] DOLLARS AND NO/CENTS

\${AMOUNT IN NUMBERS]

Universal Service Administrative Company (USAC)

By: _____

Name:

Title:

ANNEX B

Draw Certificate

The undersigned hereby certifies to [REDACTED] (the "[REDACTED]"), with reference to (a) Irrevocable Standby Letter of Credit No. [REDACTED] (the "Letter of Credit") issued by the [REDACTED] in favor of the Universal Service Administrative Company ("USAC") and (b) [paragraph] of the Report and Order, adopted on May 25, 2016, issued by the Federal Communications Commission in the matter of [Connect America Fund, WC Docket 10-90] (the "Order"), pursuant to which [Name of Winning Bidder] (the "LC Provider") has provided the Letter of Credit (all capitalized terms used herein but not defined herein having the meaning stated in the Order), that:

[REDACTED] has [describe the event that triggers the draw], and is evidenced by a letter signed by the Chief of the [Wireline Competition Bureau] or [his/her] designee, dated _ , 20 , a true copy of which is attached hereto.] Accordingly, a draw of the entire amount of the Letter of Credit No. [REDACTED] is authorized.]

[USAC certifies that given notice of non-renewal of Letter of Credit No. [REDACTED] and failure of the account party to obtain a satisfactory replacement thereof, pursuant to the Order, USAC is entitled to receive payment of \$ _____ representing the entire amount of Letter of Credit No. [REDACTED].]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [specify time of day] on the ___ day of _____, 20__.

_____ Universal Service Administrative Company (USAC)

By: _____
Name:
Title:

ANNEX C

Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to [REDACTED] (the "[REDACTED]"), with reference to (a) Irrevocable Standby Letter of Credit No. [REDACTED] (the "Letter of Credit") issued by the [REDACTED] in favor of the Universal Service Administrative Company ("USAC"), and (b) paragraph [REDACTED] of the Report and Order adopted on May 25, 2016, issued by the Federal Communications Commission ("FCC") in the matter of [Connect America Fund, WC Docket 10-90] (the "Order"), (all capitalized terms used herein but not defined herein having the meaning stated or described in the Order), that:

(1) [include one of the following clauses, as applicable]

(a) The Order has been fulfilled in accordance with the provisions thereof; or

(b) [REDACTED] has provided a replacement letter of credit satisfactory to the FCC.

(2) By reason of the event or circumstance described in paragraph (1) of this certificate and effective upon the receipt by the [REDACTED] of this certificate (countersigned as set forth below), the Letter of Credit is terminated.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of _____, 20__.

Universal Service Administrative Company (USAC)

By: _____

Name:

Title:

By: _____

Name:

Title:

COUNTERSIGNED:

Federal Communications Commission

By: _____

Name:

Its Authorized Signatory