

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [REDACTED]

Date: [REDACTED] 2019

Amount: [REDACTED] U.S. Dollars (\$ [REDACTED])

Expiration Date: [REDACTED], 2025

Beneficiary: Universal Service Administrative Company ("USAC")
High Cost Program
CAF Phase II Auction LOC
700 12th Street, NW
Suite 900
Washington, DC 20005

Letter of Credit Provider: [REDACTED]

Study Area Code: [REDACTED]

Issuer: [REDACTED]
[REDACTED] Attention: [REDACTED]

Ladies and Gentlemen:

We hereby establish, at the request of [REDACTED], and for the account of [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 business at our office described in the following paragraph, on the date which is six (6) years from the date of issuance, or such earlier date as the Letter of Credit is terminated by USAC (the "Expiration Date"). 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.

[REDACTED]

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]

[REDACTED]

ANNEX A

Form of Draft

To: [REDACTED]
[REDACTED]
Attn: [REDACTED]

DRAWN ON LETTER OF CREDIT No: [REDACTED]

AT SIGHT

PAY TO THE ORDER OF UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
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

By: _____
Name:
Title:

[REDACTED]

ANNEX B

Draw Certificate

The undersigned hereby certifies to [REDACTED] (the "Issuer"), with reference to (a) Irrevocable Standby Letter of Credit No. [REDACTED] (the "Letter of Credit") issued by the Issuer 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 [REDACTED] (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.]

OR

[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

By: _____

Name:

Title:

[REDACTED]

ANNEX C

Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to [REDACTED] (the "Issuer"), with reference to (a) Irrevocable Standby Letter of Credit No. [REDACTED] (the "Letter of Credit") issued by the Issuer 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 ("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 Issuer 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

By: _____
Name:
Title:

By: _____
Name:
Title:

COUNTERSIGNED:

Federal Communications Commission

By: _____
Name:
Its Authorized Signatory

[REDACTED]