

BANK Letterhead

IRREVOCABLE STANDBY LETTER OF CREDIT No. 123

Issuing Bank Name  
Address of Issuing Bank

Date of Issuance: February 16, 2021  
Amount: \$1,234,567.00  
Expiration Date: February 16, 2022

BENEFICIARY

Kansas Office of Broadband Development (KOBD)  
Attn: Broadband Equity, Access, and Deployment  
Program Office (BEAD)  
1000 SW Jackson, Suite 100  
Topeka, KS 66612

Name of Prospective Subgrantee  
Address of Prospective Subgrantee

Ladies and Gentlemen:

We hereby establish, at the request and for the account of Prospective Subgrantee, in your favor, as required under the Notice of Funding Opportunity (“NOFO”), adopted on May 13, 2022, issued by the National Telecommunications and Information Administration (“NTIA”), Broadband Equity, Access, and Deployment Program, Funding Opportunity Number NTIA-BEAD-2022, our Irrevocable Standby Letter of Credit No. 123 in the amount of One Million Two Hundred Thirty-Four Thousand Five Hundred Sixty-Seven U.S. Dollars and 00/100 (\$1,234,567.00).

This Letter of Credit shall automatically renew for one (1) year periods from the then current Expiration Date unless Issuing Bank Name gives written notice of non-renewal to KOBD by a nationally recognized overnight delivery service with a copy to the NTIA, 1401 Constitution Avenue, NW, Washington, DC, 20230, at least sixty (60) days but not more than ninety (90) days prior to the expiry thereof, or such earlier date as the Letter of Credit is terminated by KOBD (the “Expiration Date”). Capitalized terms used herein but not defined herein shall have the meanings accorded such terms in the NOFO.

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 Issuing Bank Address and shall be affected 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

terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than **one (1)** banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by **check or 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 KOBD's certificate purportedly signed by two (2) authorized representatives of KOBD and countersigned by the NTIA's authorized signatory 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.

***Signature***

**Name of Signatory**

**Title of Signatory**

ANNEX A

Form of Draft

To: Name of Issuing Bank

DRAWN ON LETTER OF CREDIT No: 123

AT SIGHT

PAY TO THE ORDER OF THE KANSAS OFFICE OF BROADBAND DEVELOPMENT (KOBDD)  
BY CHECK OR WIRE TRANSFER OF FEDERAL RESERVE BANK OF NEW YORK  
FUNDS TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account ( \_\_\_\_\_ )  
As [Broadband Equity, Access, and Deployment Program  
Repayment]

[AMOUNT IN WORDS] DOLLARS AND NO/CENTS

\$(AMOUNT IN NUMBERS)

Kansas Office of Broadband Development

By: \_\_\_\_\_

Name:

Title:

ANNEX B

Draw Certificate

The undersigned hereby certifies to Name of Issuing Bank (the “Bank”), with reference to (a) Irrevocable Standby Letter of Credit No. 123 (the “Letter of Credit”) issued by the Bank in favor of the Kansas Office of Broadband Development (“KOBD”) and (b) [paragraph \_\_\_\_\_] of the NOFO, adopted on May 13, 2022, issued by the National Telecommunications and Information Federal Communications Commission in the matter of Broadband Equity, Access, and Deployment Program, Funding Opportunity Number NTIA-BEAD-2022, pursuant to which Prospective Subgrantee (the “PS Provider”) has provided the Letter of Credit (all capitalized terms used herein but not defined herein having the meaning stated in the Order), that:

Prospective Subgrantee has [describe the event that triggers the draw], which is evidenced by a letter signed by the Director of the Kansas Office of Broadband Development 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.123 is authorized.

OR

KOBD certifies that given notice of non-renewal of Letter of Credit No. 123 and failure of the account party to obtain a satisfactory replacement thereof, pursuant to the Order, KOBD is entitled to receive payment of \$\_\_\_\_\_, representing the entire amount of Letter of Credit No. 123.

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

Kansas Office of Broadband Development

By: \_\_\_\_\_

Name:

Title:

ANNEX C

Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to Name of Issuing Bank (the “Bank”), with reference to (a) Irrevocable Standby Letter of Credit No. 123 (the “Letter of Credit”) issued by the Bank in favor of of the Kansas Office of Broadband Development (“KOBD”) and (b) [paragraph   ] of the NOFO, adopted on May 13, 2022, issued by the National Telecommunications and Information Federal Communications Commission in the matter of Broadband Equity, Access, and Deployment Program, Funding Opportunity Number NTIA-BEAD-2022, (all capitalized terms used herein but not defined herein having the meaning stated or described in the NOFO), that:

- (1) [include one of the following clauses, as applicable]
  - (a) The Order has been fulfilled in accordance with the provisions thereof; or
  - (b) Prospective Subgrantee 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 Bank 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\_\_.

Kansas Office of Broadband Development

By: \_\_\_\_\_  
Name:  
Title:

COUNTERSIGNED:  
National Telecommunications and Information  
Administration

By: \_\_\_\_\_  
Name:  
Its Authorized Signatory