

IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER: \_\_\_\_\_

ISSUANCE DATE: \_\_\_\_\_, 20\_\_

APPLICANT:

\_\_\_\_\_,  
A FLORIDA \_\_\_\_\_

BENEFICIARY:

CITY OF ORLANDO, FLORIDA  
400 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
ATTN: PERMITTING SERVICES  
CITY HALL, GROUND FLOOR

FOR USD \$25,000  
(TWENTY FIVE THOUSAND AND 00/100 U.S. DOLLARS)

DATE OF EXPIRATION: \_\_\_\_\_ [Automatic Annual Renewal]  
PLACE OF EXPIRATION: OUR COUNTERS

We hereby establish and open our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (the "**Letter of Credit**") in favor of the City of Orlando, Florida (the "**Beneficiary**") for the account of our customer, \_\_\_\_\_, a Florida \_\_\_\_\_ (the "**Applicant**"), available after the date hereof, by a draft drawn on \_\_\_\_\_ National Bank payable at sight at \_\_\_\_\_, Orlando, Florida [Zip], for any sum of money not to exceed Twenty Five Thousand and 00/100 United States Dollars (\$25,000.00) (the "**Stated Amount**"), when presented with the following documents:

1. The original of this Letter of Credit and any amendments thereto.
2. Draft drawn on \_\_\_\_\_ National Bank marked "Drawn Under Irrevocable Standby Letter of Credit Number \_\_\_\_\_, issued by \_\_\_\_\_ National Bank dated \_\_\_\_\_, 20\_\_".
3. A certificate executed by the Beneficiary stating:
  - a. The Applicant, as a Registered Communications Services Provider placing or maintaining communications facilities in the public rights-of-way, has failed to comply with or is otherwise in violation of one or more of the provisions of the Orlando Communications Right-of-Way Utilization Ordinance (Chapter 23 of the Orlando City Code).
  - b. All applicable curative or grace periods available to Applicant have expired.

- c. The amount required satisfying or remedying, in whole or in part, the Applicant's obligation, non-compliance or violation of Chapter 23.

Multiple drawings are permitted under this Letter of Credit. Demand for payment hereunder honored by us shall not exceed the Stated Amount. This Letter of Credit is non-transferable.

This Letter of Credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document or contract referred to herein.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without written amendment for one year from the present or any future expiry date unless, at least thirty (30) days prior to such expiration date, we notify the Beneficiary in writing at the above address via overnight courier that we elect not to renew this Letter of Credit for any such additional period(s).

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600, and to the extent not inconsistent therewith, the laws of the State of Florida, without regard to principles of conflicts of law.

We hereby agree with you that all drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored upon presentation and delivery of the documents specified above to our office at the address above on or before the above expiry date.

Sincerely,

\_\_\_\_\_ NATIONAL BANK

\_\_\_\_\_  
Authorized Signature