



Sample Contributors Promissory Note

Via Electronic Mail

<Date>

<Requestor Name>

<Title>

<Contributor>

<Address>

THIS IMPORTANT INFORMATION IS A BINDING LEGAL AGREEMENT THAT REQUIRES YOUR RESPONSE -DO NOT DISCARD-

RE: Letter Agreement Promissory Note to Pay Delinquent Federal Universal Service Fund (USF) Contributions--
<Contributor>, <Filer ID #>

Dear <Requestor Name>:

The purpose of this Letter Agreement and Promissory Note (Note) is for <Contributor> (Debtor) to acknowledge its debts and to confirm the terms and conditions under which Debtor promises to pay its delinquent Universal Service Fund (USF) contributions in installment payments under an installment payment plan. Debtor certifies that the person signing is duly authorized and empowered to represent and bind Debtor, and to acknowledge Debtor's legal obligation to pay the full amount of the delinquent debts and accrued interest and fees in accordance with the following terms:

- For value received, Debtor promises to pay to the order of the Universal Service Administrative Company ("USAC"), the not-for profit corporation designated as the administrator of the USF that is authorized to act on behalf of the Federal Communications Commission ("FCC" or "Commission"), with respect to the terms and conditions of the Note, the principal sum of <\$XX,XXX.XX> (Principal Amount), together with accrued interest, computed at the annual rate of <XX.XX%> per annum on the unpaid Principal Amount hereof, from the Effective Date of this Note, <Effective Date> , until the entire Principal Amount has been paid in full.
- Debtor acknowledges and agrees that the Principal Amount is the current total of Debtor's unpaid mandatory contributions to USF Support plus accrued but unpaid interest and administrative charges,

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Debtor's Initials: _____



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which is a debt owed to the United States as defined by 31 U.S.C. Section 3701, and the DCIA,¹ and any amendments thereto.

- Debtor agrees to remit, on or before, <DATE>, an administrative fee of <\$XX,XXX.XX>.
- Commencing on <Date>, and continuing on the 15th day of each successive month, except that if said due date is not a business day, then payment is due and payable on the prior business day, Debtor shall make <XX> monthly payments of principal and interest equal to <\$XX,XXX.XX> (Monthly Payment). The entire unpaid Principal Amount, together with accrued and unpaid interest thereon, and all other remaining obligations of Debtor hereunder, if not sooner paid, shall be due and payable on <Maturity Date> (Maturity Date).
- Prepayment and Partial Payment. Debtor may prepay all or any part of the Principal Amount without premium or penalty upon ten (10) days' prior written notice to USAC (Attn: USAC Manager of Financial Operations). Partial prepayments of a monthly payment shall not postpone or reduce regular payments to be made hereunder. All such prepayments shall be applied first to applicable accrued late charges, costs and expenses, administrative penalties or charges, second to applicable accrued and unpaid interest, and third to principal. In the event Debtor prepays all or a portion of the Principal Amount, interest shall be calculated on the Principal Amount remaining after such prepayment and the interest portions of the payments thereafter required shall be reduced accordingly.
- True-up Credits In addition to the Debtor's required Monthly Payment, in any month in which USAC determines that Debtor may be due a true-up Credit, USAC will first apply the Monthly Payment, and thereafter apply any true up credit to reduce the unpaid Principal Amount effective as of the due date of the payment of the invoice projecting the credit amount. Furthermore, Debtor acknowledges and agrees that any true-up credit will not be applied to satisfy a Monthly Payment.
- All payments to be made hereunder, of principal, interest, costs, expenses, or other sums due, shall be made to the holder of this Note in lawful money of the United States of America in the following manner: Debtor's Administrative Fee is due on or before <Date>, for \$X,XXX.XX, and first installment payment of \$X,XXX.XX is due on or before <Date>. The administrative fee, first installment, and all subsequent installment payments can be made by visiting the following page:
<https://efile.universalservice.org/EFilePayments/Webpay>
- By signing this Note, Debtor certifies that it is not delinquent in any other payments to the United States (including, but not limited to, Telecommunications Relay Services Fund (TRS), North American Numbering Plan (NANP) contributions, and Local Number Portability (LNP) contributions, and/or fees



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or non-tax debts), and all other charges to the Federal USF and/or the FCC are current and paid as of the signature date of this Note and shall remain current and paid through duration of this Note.

- Debtor certifies it has filed all required Telecommunication Reporting Worksheets (FCC Forms 499-Q and 499-A), that the reported information is accurate and correct, and it will file all subsequent FCC Forms 499-Q and 499-A on or before their respective due dates.
- Debtor agrees that an event of default shall occur upon any failure by Debtor
 - 1) To pay:
 - a) The full amount of any Installment Payment on or before the due date specified in this Note,
 - b) Any USF contribution pursuant to 47 U.S.C. § 254(d) to the USAC due after the Effective Date of this Note, within two (2) Business Days after its due date, or
 - c) Any additional discovered underpayment or financial obligation within 30 days of notice to Debtor, or
 - 2) To fail to comply with any FCC rule pertaining to the accurate and timely filing of Telecommunication Reporting Worksheet and/or paying contributions and/or fees, e.g., but not limited to 47 C.F.R. Sections 1.1154, 1.1157, 52.17, 52.32, 54.711, and 64.604, as may be amended (collectively, "Event of Default").
- In the Event of Default under this Note, the unpaid Principal Amount, plus all unpaid interest accrued thereon, together with any late fee(s) and or administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Debtor.
- In the Event of Default under this Note, Debtor shall be responsible for any resulting interest and/or administrative charges (including collection costs) as permitted by the DCIA, other law and/or regulation, and/or the terms of this Note. Effective on the Date of an Event of Default and continuing until such Event of Default is cured to the satisfaction of the Commission, the unpaid Principal Amount, plus all unpaid interest accrued and unpaid administrative charges shall bear a Default Interest Rate of seventeen percent (17.0%) per annum, or such other higher rate as is authorized by law.

If you have any questions concerning the foregoing, please contact Qudsia Hairat, Manager of Contributor Operations, at 202-776-0200.

Sincerely,
USAC

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Debtor's Initials: _____



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Signature Page and Debtor’s Agreement to a Payment Extension Plan

I, an officer of, <Contributor>, <Filer ID #>, by signing below and affixing my initials to each page of this Note, certify that I am authorized to represent the above named Debtor, and that the Debtor understands and agrees to the terms of this Payment Extension Plan as set forth in this Letter Agreement Promissory Note with the Universal Service Administrative Company acting on behalf of the Federal Communications Commission.

I further certify that I have read the terms set forth in the Acknowledgment Letter provided on <Date>, and I have provided USAC with all required documentation also as set forth in the Acknowledgment Letter including, but not limited to Financial Documentation (as described therein), copies of Debtor’s most current financial statements which, if unaudited, have been certified under penalty of perjury, and a completed Billing of Federal USF Certification. Finally, I certify that except as may be provided in attached supplemental Financial Documentation, there has been no material change to Debtor’s Financial Documentation previously provided.

Effective Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____ Address: _____

Telephone Number: _____

Facsimile Number: _____