

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made this 23 day of October, 2019, by the City of Shakopee, Minnesota (the "City") and Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink").

RECITALS

WHEREAS, CenturyLink operates a cable system in the City and pays franchise fees pursuant to a franchise agreement entered into on or about August 3, 2016 between the parties ("Franchise"); and

WHEREAS, CenturyLink has agreed to submit payment to the City in the amount of Eighteen Thousand Two Hundred Thirty-six and 44/100 Dollars (\$18,236.44) to settle past claims on franchise fees due the City for the time period beginning with the date of adoption of the Franchise, August 3, 2016, until the date of this Settlement Agreement ("Accounting Period"); and

WHEREAS, CenturyLink and the City now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the City's past claims on franchise fees paid by CenturyLink to the City during the Accounting Period; and

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Settlement Agreement hereto agree as follows:

AGREEMENT

1. SETTLEMENT AMOUNT

The City and CenturyLink have agreed that CenturyLink shall submit payment to the City in the amount of Eighteen Thousand Two Hundred Thirty-six and 44/100 Dollars (\$18,236.44) ("Settlement Amount") to settle past claims on franchise fees for the Accounting Period. It is expressly understood and agreed that the Settlement Amount represents full and complete satisfaction and compromise of any and all claims, causes of action, liabilities, disputes and demands arising out of or in any way related to the City's past claims on franchise fees due the City during the Accounting Period.

2. RELEASE OF CLAIMS

A. For the consideration set forth in this Settlement Agreement, the City does hereby release and forever discharge CenturyLink, and its parents, subsidiaries, officers, directors, shareholders, employees, predecessors, successors and assigns of and from any

and all claims, causes of action, liabilities, disputes and demands arising out of the City's past claims on franchise fees due the City during the Accounting Period.

B. CenturyLink agrees that it will not recover, or seek to recover, the Settlement Amount from subscribers or the City in any manner via a line item on subscriber bills or via the assessment of increased franchise fee payments.

C. CenturyLink agrees that it will not offset or deduct any portion of the Settlement Amount from future franchise fee payments made to the City.

3. VOLUNTARY AGREEMENT

This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement. It is understood and agreed by the City and CenturyLink that nothing herein shall be deemed to be an admission of liability by CenturyLink with respect to the matter of this Settlement Agreement.

4. BINDING EFFECT

This Settlement Agreement will inure to the benefit of and be binding upon the parties and respective successors and assigns. The parties for themselves and their respective successors, assigns and legatees agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Settlement Agreement.

5. GOVERNING LAW

This Settlement Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Minnesota, whose courts shall have exclusive jurisdiction thereof.

6. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.

7. COUNTERPARTS

This agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

CITY OF SHAKOPEE, MINNESOTA

**QWEST BROADBAND SERVICES,
INC. D/B/A CENTURYLINK**

By: _____
Its: _____

By:  _____
Its: Public Policy Manager _____