

(To appear on CenturyLink letterhead)

October __, 2015

Mr. Michael R. Bradley
Bradley Hagen & Gullikson, LLC
1976 Wooddale Drive, Suite 3A
Woodbury, MN 55125

Re: Voluntary Commitments

Dear Mr. Bradley:

The purpose of this Letter is to set forth voluntary commitments by Qwest Broadband Services, Inc. d/b/a CenturyLink (“QBSI”) to the North Suburban Communications Commission (the “Commission”) and its Member Cities (the “Member Cities”) that are in addition to the obligations contained in the Franchise Agreement, to be adopted by each Member City and executed by QBSI (hereinafter the “Franchise”). The items set forth below have been negotiated in good faith and mutually agreed to by the parties. QBSI agrees that at no time shall it be permitted to in any way offset from franchise fee payments owed the City or pass through as a separate line item on Subscriber bills any costs associated with the voluntary commitments set forth within.

1. **Complimentary Prism Cable Service.** This letter will confirm that any City/Member City/Commission will not need to purchase separate internet service or any equipment in order to receive complimentary cable service from QBSI as set forth in the Franchise. The City will be allowed to choose any QBSI converter equipment for its complimentary equipment.
2. **Simulcasting PEG Channels.** This letter will confirm that QBSI may simulcast the City/Member City’s PEG channels in high definition (HD) and standard definition (SD). QBSI may simulcast the PEG channels in other formats provided from the City/Member City to QBSI. Simulcasting does not change the number of PEG channels being provided under each Franchise. For example, if the City is provided nine (9) PEG channels in the Franchise, QBSI may simulcast each of the 9 PEG channels in HD, and SD.
3. **Cost Reimbursement.** To the extent the Commission’s expenses exceeded the franchise application fee, QBSI will fully reimburse the City for all of its reasonable costs and expenses within 60 days of granting the Franchise.
4. **Twin Cities Metro PEG Interconnect.** The Commission and each Member City shall have the right to fully participate in the Twin Cities Metro PEG Interconnect, which will allow participants to share (send and receive) live PEG programming with one another provided the other City has agreed with QBSI to share its PEG programming.

5. **Complimentary broadband service to a City facility location.** Within 90 days of executing the Franchise, QBSI shall make available complimentary commercial grade Wi-Fi enabled internet service and associated equipment at the highest speed available by Grantee to one public location (such as a community center) within each Member City. The Member City and/or the Commission shall determine the location in consultation with QBSI. QBSI shall have the option of co-branding the free public Wi-Fi with the City at said location. The Wi-Fi equipment shall be capable of providing Wi-Fi to the the primary community meeting area of the Member City location. The service level quality shall be as provided to commercial customers and this commitment shall remain in place throughout the term of the Franchise.

The parties understand that voluntary commitments listed above supplement other obligations contained in the Franchise.

Enforcement of the terms of this Letter of Agreement shall be consistent with the enforcement procedures set forth in the Franchise. CenturyLink stipulates that a violation of these terms by CenturyLink may be considered by the City as a violation of the Franchise and shall subject CenturyLink to all remedies available to the City under the Franchise and pursuant to applicable law.

Acknowledged and agreed to this ____ day of October, 2015.

Qwest Broadband Services, Inc.

By: _____

Its: _____