

(To appear on CenturyLink letterhead)

May 26, 2015

Mr. Tony Perez
Director, Office of Cable Communications
700 5th Avenue, Suite 2700
Seattle, WA 98124-4709

Dear Mr. Perez:

The purpose of this Letter of Agreement is to set forth voluntary commitments by Qwest Broadband Services, Inc. d/b/a CenturyLink (“QBSI”) to the City of Seattle, Washington (“City”) that are in addition to the obligations contained in the Franchise Agreement, to be adopted by the City and executed by QBSI, to take effect on _____, 2015 (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. **Remote links.** Within 90 days of the Effective Date of the Franchise, QBSI and the City shall meet to determine two locations which are technically and economically feasible to QBSI, where QBSI shall install facilities capable of supporting Seattle Channel live broadcasts from additional venues within the City of Seattle.
2. **Advertising Support for Seattle Channel.** Within 60 days of QBSI having the technical capability in the market, QBSI shall provide to the City advertising avails valued at up to \$7,500 annually to support and promote programming available on the Seattle Channel. This commitment shall continue through the term of the franchise. The Seattle Channel will be solely responsible for development and delivery of content, following QBSI’s standard practice with respect to outside advertisement.
3. **Free public WI-FI spot-.** Within 180 days of the Effective Date of the Franchise, QBSI shall provide a WI-FI hot spot to the Jefferson Community Center or at an alternate location as determined by the City and QBSI. The WI-FI hot spot shall be capable of providing free internet access within the primary meeting areas of the community center and the current green space immediately adjacent to the large meeting area and the gymnasium. QBSI shall ensure that the free WI-FI service is maintained throughout the term of the Franchise.
4. **Low-income discounts.** So long as QBSI continues to offer its Internet Basics program to qualified low income residents on a national basis, it shall continue to offer that same program to residents of the City of Seattle. In certain areas that qualify for QBSI’s 1 gigabit service, the speeds available to residents who qualify for Internet Basics may be up to 40Mbps. In addition, for the term of this Franchise, QBSI shall provide low income discounts to residents eligible for the State and Federal Lifeline/Link-up programs and to residents of Section 8 housing for its Prism services where available.

5. **Computing Center.** No later than twelve months after the Effective Date of the Franchise, QBSI will equip a location of the City's choice, by providing 1 gigabit service and equipment, including up to ten computers, a printer and if requested a large screen flat panel television. QBSI shall also provide complimentary Prism Complete Cable service to the location if requested so long as the center is a qualified living unit.
6. **Complimentary gigabit service to a City facility location.** When PEG services are made available to a City facility location of the City's choosing, QBSI shall provide a complimentary gigabit internet connection to the facility. The service level quality shall be as provided to commercial customers and the connection 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 such as:

- Complimentary Individual PEG program listings on the Electronic Program Guide (EPG) for all PEG channels (Section 6.8 (D))
- PEG Channels content on Video on Demand platform (Section 6.8 (C))
- PEG Channel move relocation assistance (Section 6.3 (E))
- PEG info in new subscriber packet and annual reminder (Section 6.11)
- Low-income needs-based Subscriber discounts as described in Section 15.4; and
- All PEG channels shall have signal quality comparable to commercial channels including HD and successor formats (Section 6.7 (B)).

In addition to the foregoing voluntary commitments and Franchise obligations, CenturyLink agrees to meet with the City annually over the term of the Franchise to explore provision of additional commitments and benefits for the City and its residents taking into account its number of subscribers. These meetings shall be done with the understanding that CenturyLink is a second entrant and has no market share as of the Effective Date of the Franchise, and to the extent applicable, is entitled to the protections set forth by the FCC, including from the FCC Report and Order, FCC 06-180, March 5, 2007.

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 _____, 2015.

Qwest Broadband Services, Inc.

By: _____

Its: _____

City of Seattle, Washington

DoIT CenturyLink Cable Franchise ORD ATT B
June 24, 2015
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By: _____

Its: _____