

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this "**Agreement**"), is entered into as of July 16, 2025, among the City of Columbia, a municipal corporation and political subdivision of the State of Missouri ("**Columbia**"); the City of Joplin, a municipal corporation and political subdivision of the State of Missouri ("**Joplin**") (together, with Columbia, the "**Cities**" and each individually a "**City**"); Brightspeed of East Missouri, LLC, f/k/a Spectra Communications Group, LLC, a Delaware limited liability company ("**BEM**"); Brightspeed of West Missouri, LLC, f/k/a Embargo Missouri, Inc., a Missouri limited liability company ("**BWM**"); Brightspeed of Missouri, LLC, f/k/a CenturyTel of Missouri, LLC, a Louisiana limited liability company ("**BM**"); CenturyLink Communications, LLC, a Delaware limited liability company ("**CC**"); and Lumen Technologies, Inc., f/k/a CenturyLink, Inc., a Louisiana corporation ("**Lumen**") (together, BEM, BWM, BM, CC, and Lumen are referred to in this Agreement as "**Defendants**") (each of the above parties is referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

The "**Effective Date**" of this Agreement shall be May 30, 2025.

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

Municipal License Tax Litigation

WHEREAS, in the exercise of its municipal powers, Columbia has enacted a Code of Ordinances ("**Columbia City Code**"), including § 26-121(a), which imposes license taxes/fees for conducting certain business;

WHEREAS, in the exercise of its municipal powers, Joplin has enacted a Code of Ordinances ("**Joplin City Code**"), including §§ 30-141 and 30-143, which imposes license taxes/fees for conducting certain business;

WHEREAS, in 2014, the Cities sued Defendants in the Circuit Court of St. Louis County, Missouri, in the case styled *City of Columbia, et al. v. Spectra Communications Group, LLC, et al.*, Cause No. 14SL-CC04026, alleging that Defendants underpaid license taxes/fees to the Cities under the Columbia City Code and Joplin City Code, asserting various claims against Defendants, and seeking money damages and declaratory and other relief (the "**Original Action**");

WHEREAS, the Parties held a bench trial in the Original Action on or about October 6, 2020, which initially resulted in a circuit court judgment in favor of the Cities, entered on or around June 3, 2021, that awarded the Cities certain monetary, declarative, and other relief;

WHEREAS, Defendants appealed the circuit court judgment, and the Missouri Court of Appeals, Eastern District reversed certain aspects of the judgment and entered a mandate that returned the case to the circuit court (the "**Appeal**");

WHEREAS, in the remanded action, styled *City of Columbia, et al. v. Spectra Communications Group, LLC, et al.*, Cause No. 14SL-CC04026-01, the Cities continued to allege

that Defendants underpaid license taxes and fees under the Columbia City Code and Joplin City Code, to assert various claims against Defendants, and to seek money damages and declaratory and other relief (the "Action");

WHEREAS, at various times since the filing of the Original Action, one or more of the Defendants has paid license taxes/fees to the Cities intending that such payments be under protest and sometimes filed lawsuits for the return of the protested amount (the "Tax Protest Actions");

WHEREAS, the amount of protested license taxes/fees collectively paid by Defendants to the Cities since the filing of the Original Action is \$2,892,972.86 (the "Tax Protest Amount"), at least some of which amount the Cities continue to hold in a separate account(s) pending the conclusion of the Action and Tax Protest Actions;

WHEREAS, the Parties now desire to resolve all existing disputes among them as more fully described in this Agreement, including the Action and the Tax Protest Actions, under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

SETTLEMENT AGREEMENT

1. **Settlement Amount and Payments.** In consideration of the Cities' promises and covenants herein, Defendants jointly and severally agree to pay the Cities the total sum of \$18,000,000 (eighteen million dollars and zero cents) (the "Settlement Amount"), which sum consists of Defendants releasing all claims to the Tax Protest Amount and allowing each City to release and collect the Tax Protest Amount, as applicable to that City, and an additional cash payment of \$15,107,027.10 (fifteen million, one hundred and seven thousand and twenty-seven dollars and ten cents) (the "Settlement Payment").

The Settlement Payment shall be distributed as follows: (a) Defendants will pay Columbia, via wire transfer, a total sum of \$14,357,027.10 (fourteen million, three hundred and fifty seven thousand and twenty-seven dollars and ten cents) (the "Columbia Settlement Payment") and (b) Defendants will pay Joplin, via wire transfer, a total sum of \$750,000.00 (seven hundred and fifty thousand dollars and zero cents) (the "Joplin Settlement Payment"). Defendants will make the Columbia and Joplin Settlement Payments within ten (10) business days after both Cities deliver to Defendants this fully executed Agreement, wire instructions, and properly executed versions of the most recent Form W-9s approved by the Internal Revenue Service.

Upon receipt of such payments, the Cities formally acknowledge and agree that Defendants will have satisfied, in full, their tax obligations to the Cities through the Effective Date under the Columbia City Code, Joplin City Code, and any applicable Missouri or local law. The Cities further agree that, upon receipt, they will have no basis in fact or law for pursuing any tax payments from Defendants from the beginning of time through the Effective Date. The Cities warrant that no attorney, law firm, or other person has any lien, right to assert a lien, or any other interest in the Settlement Amount, Columbia Released Claims, or Joplin Released Claims (defined in Paragraph 4).

2. **License Tax Base.** The Parties agree that in consideration for Defendants' payments herein, Defendants will satisfy their future obligations for license taxes/fees under the Columbia City Code and Joplin City Code, including but not limited to Columbia City Code § 26-121(a) and Joplin City Code §§ 30-141 and 30-143, by paying such license taxes/fees on the same revenues on which they have been paying license taxes/fees without protest (the "**Agreed License Tax Amount**").

The Agreed License Tax Amount is effective for revenues received by Defendants on or after the Effective Date for purposes of Defendants' calculation of license taxes/fees under the Columbia City Code, Joplin City Code, and any applicable Missouri or local law.

3. **Dismissal of Action and Tax Protest Actions.** No later than five (5) business days following Defendants' transmission of the Columbia and Joplin Settlement Payments, the Cities shall cause their counsel to file a Notice of Voluntary Dismissal With Prejudice (the "**Dismissal of Action**"). The Dismissal of Action shall dismiss with prejudice all claims and other causes of action asserted by the Cities in the Action, with the Parties to bear their own costs and attorneys' fees.

No later than five (5) business days following Columbia's and Joplin's filing of the Dismissal of Action, Defendants, as applicable, shall dismiss all Tax Protest Actions (the "**Dismissal of Tax Protest Actions**"). The Dismissal of Tax Protest Actions shall dismiss with prejudice all claims and other causes of action asserted by Defendants, as applicable, in the Tax Protest Actions, with the Parties to bear their own costs and attorneys' fees.

4. **General Release.** In consideration of Defendants' promises and covenants contained herein, Columbia, for itself, its agents, attorneys, representatives, predecessors, successors and assigns, hereby irrevocably and unconditionally releases, waives, remises, acquits, satisfies, and forever discharges Defendants and their subsidiaries, parents, or affiliate companies, business divisions, and their past and/or present owners, shareholders, members, partners, directors, officers, principals, agents, partners, servants, employees, insurers, attorneys, predecessors, representatives, trustees, successors, and assigns, jointly and severally, and all persons acting by, through, under, or in concert with any of them (collectively, the "**Defendant Released Parties**"), of and from any and all claims, counterclaims, third-party claims, demands, actions, causes of action, suits, rights of appeal, costs, damages, expenses, debts and liabilities of every nature, kind, character, and description whatsoever, whether known or unknown, anticipated or unanticipated, contingent or liquidated, discovered or not, whether or not well-founded in fact or in law, either direct or consequential, either at law or in equity, or otherwise, which Columbia had, has or ever can have, shall or may have against the Defendant Released Parties under the Columbia City Code or otherwise, including but not limited to claims asserted in the Original Action or Action, through the Effective Date (the "**Columbia Released Claims**").

In consideration of Defendants' promises and covenants contained herein, Joplin, for itself, its agents, attorneys, representatives, predecessors, successors and assigns, hereby irrevocably and unconditionally releases, waives, remises, acquits, satisfies, and forever discharges the Defendant Released Parties of and from any and all claims, counterclaims, third-party claims, demands, actions, causes of actions, suits, right of appeals, costs, damages,

expenses, debts and liabilities of every nature, kind, character, and description, whatsoever, known or unknown, anticipated or unanticipated, contingent or liquidated, discovered or not, whether or not well-founded in fact or in law, either direct or consequential, either at law or in equity, or otherwise, which Joplin had, has or ever can have, shall or may have against the Defendant Released Parties related to the payment of license taxes/fees, including but not limited to all claims in the Action, through the Effective Date (the "Joplin Released Claims").

In consideration of the Cities' promises and covenants contained herein, Defendants and their subsidiaries, parents, or affiliate companies, business divisions, and their past and/or present owners, shareholders, members, partners, directors, officers, principals, agents, partners, servants, employees, insurers, attorneys, predecessors, representatives, trustees, successors, and assigns, jointly and severally, and all persons acting by, through, under, or in concert with any of them (collectively, the "Defendant Releasing Parties"), hereby irrevocably and unconditionally release, waive, remise, acquit, satisfy, and forever discharge the Cities and their elected officials, officers, employees, principals, agents, partners, servants, insurers, attorneys, predecessors, representatives, trustees, successors, and assigns, jointly and severally, and all persons acting by, through, under, or in concert with any of them (collectively, the "City Released Parties"), of and from any and all claims, counterclaims, third-party claims, demands, actions, causes of action, suits, rights of appeal, costs, damages, expenses, debts and liabilities of every nature, kind, character, and description whatsoever, whether known or unknown, anticipated or unanticipated, contingent or liquidated, discovered or not, whether or not well-founded in fact or in law, either direct or consequential, either at law or in equity, or otherwise, which the Defendant Releasing Parties had, has or ever can have, shall or may have against the City Released Parties, including but not limited to claims asserted in the Original Action or Action, through the Effective Date (the "Defendants Released Claims").

5. Representations and Acknowledgements.

(a) Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement, including authorization from any applicable controlling governmental body; (ii) with respect to the claims being released and rights being waived by a Party pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on its behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party; (v) no other person, governmental body, or other entity is required to approve or consent to such execution or performance by such Party, and (vi) such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents,

materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, and, except for the specific representations and warranties set forth in this Agreement, no Party is relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the other Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

6. **No Admission of Liability.** It is understood and agreed that no party has admitted any liability, wrongdoing, or responsibility for the subject matter of the Parties' disputes, including but not limited to the disputes in the Action, and this Agreement is not and shall never be construed as an admission of any liability, wrongdoing, or responsibility on the part of any party. All such liability, wrongdoing, or responsibility is expressly denied. It is further understood and agreed that no party has admitted that either the Settlement Amount or the Agreed License Tax Amount correctly or accurately measures or reflects the actual amount of license taxes/fees due to the Cities, which all parties also expressly deny. The consideration given hereunder is to terminate any controversy respecting any and all disputes, claims, counterclaims, third-party claims, demands, actions, causes of action, suits, right of appeals, costs, damages, expenses, debts, liens, and liabilities, for the matters herein released.

7. **Rules of Interpretation.** The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words "include," "includes," "including" shall be construed as if followed by the phrase "without limitation"; (iii) the words "hereof," "hereto" and "herein" refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word "may" shall be construed as meaning "shall have the right but not the obligation to"; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day shall be the next business day; and (vi) all references to any recital, article, section or exhibit are to the recitals, articles, sections or exhibits of this Agreement.

8. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

9. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Missouri or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Missouri.

10. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in the applicable state or federal court located in St. Louis County, Missouri. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

11. **Attorneys' Fees and Expenses.** Each Party shall pay its own legal fees and expenses arising out of and relating to the Original Action, the Appeal, the Action, the Tax Protest Actions, and this Agreement. Notwithstanding the foregoing, if either Party commences any lawsuit or other legal proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable fees, including, attorneys' fees, costs and expenses, incurred by the prevailing Party in connection with such proceedings.

12. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and the Defendant Released Parties.

13. **Entire Agreement.** This Agreement (including the recitals to this Agreement which are incorporated herein) sets forth the entire understanding and agreement of the Parties hereto, and supersedes any other agreements and understandings (written or oral) among or between any of the Parties on or before the date of this Agreement with respect to the matters described in this Agreement.

14. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

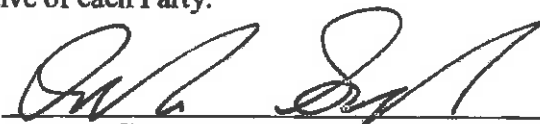
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery of a signed counterpart of this Agreement by fax PDF or other electronic transmission shall constitute delivery of an original counterpart for all purposes.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of each Party.

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor


CITY OF COLUMBIA, MISSOURI
BY: De'Carlun Seewood
ITS: City Manager
DATE: July 14, 2025

CITY OF JOPLIN, MISSOURI

BY: _____
ITS: _____
DATE: _____

DocuSigned by:



BRIGHTSPEED OF EAST MISSOURI, LLC

BY: Steve Tugentman
ITS: EVP and Chief Legal Officer
DATE: 7/16/2025

DocuSigned by:


BRIGHTSPEED OF WEST MISSOURI, LLC

BY: Steve Tugentman
ITS: EVP and Chief Legal Officer
DATE: 7/16/2025

DocuSigned by:


BRIGHTSPEED OF MISSOURI, LLC

BY: Steve Tugentman
ITS: EVP and Chief Legal Officer
DATE: 7/16/2025


CENTURYLINK COMMUNICATIONS, LLC

BY: Marcy Heponimus
ITS: Vice President / Deputy General Counsel
DATE: 7/16/25


LUMEN TECHNOLOGIES, INC.

BY: Marcy Heponimus
ITS: Vice President / Deputy General Counsel
DATE: 7/16/25