

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement ("Agreement") is entered into as of this \_\_\_ day of September, 2000, by, between and amongst, Level 3 Communications, LLC , a Delaware Corporation, (Level 3), and Daryl B. Bradshaw, an individual, who resides at #2 Whitewash Rd Panaca, NV.

WHEREAS, Level 3 has agreed to pay Daryl B. Bradshaw the sum of THREE THOUSAND DOLLARS (\$3,000.00) for the unimpeded right to install fiber optic cable along the Panaca Flood Control Dike which straddles sections 9 and 16.

WHEREAS, KIEWIT CONSTRUCTION COMPANY (KIEWIT), a Delaware corporation, did initiate a legal action in Case Number 43-9-2000 in the Seventh Judicial District Court of the State of Nevada in and for the County of Lincoln, entitled PETER KIEWIT, vs. DARYL B. BRADSHAW, an individual, on September 11, 2000 for tortious interference with contract rights, (hereinafter referred to as Case No. 43-9-2000),

WHEREAS DARYL B. BRADSHAW has agreed, upon receipt of the THREE THOUSAND DOLLARS, to not harass, impede, molest, hinder, interfere with, or prevent the construction of the fiber optic cables project through the Town of Panaca.

IT IS AGREED BY, BETWEEN AND AMONGST THE PARTIES as follows:

1. In exchange for the total payment of THREE THOUSAND DOLLARS by LEVEL 3 or their agent or subsidiary to DARYL B. BRADSHAW, and for the agreement by DARYL B. BRADSHAW not to interfere, impede, molest or in any way delay construction of the fiber optic project in Panaca Township, on behalf of its successors, assigns, executors and heirs, KIEWIT agrees to release DARYL B. BRADSHAW and their successors, assign, executors, heirs, and any and all employees and representatives from any and all claims, actions, possible causes of action, demands, liabilities, or damages, whether known or unknown, accrued or yet related to the real property known as sections 9 and 16 and the Flood Control Dike.
2. The parties hereto agree that this AGREEMENT constitutes a compromise of disputed claims and nothing in this AGREEMENT shall be construed or interpreted as an admission of liability on behalf of LEVEL 3 and DARYL B. BRADSHAW.
3. The law of the State of Nevada shall govern the validity, construction, performance and effect of this AGREEMENT.
4. Each of the parties hereto represents and warrants to the other party that this AGREEMENT has been duly authorized by all necessary action and that this AGREEMENT constitutes and will constitute a binding obligation of each party.

5. The parties agree that a Voluntary Dismissal dismissing DARYL B. BRADSHAW, an individual, from Case No. 43-9-2000 will be filed with the Court.

IN WITNESS WHEREOF, this instrument is executed this 14 day of Sept., 2000.

By: [Signature]  
Daryl B. Bradshaw

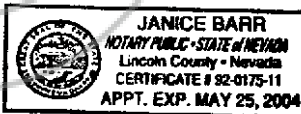
**ACKNOWLEDGMENT**

STATE OF Nevada

COUNTY OF Lincoln

BEFORE ME, the undersigned authority, on this 14 day of Sept., 2000, personally appeared **Daryl B. Bradshaw** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

[Signature]  
Notary Public  
05/25/04  
Commission Expires



By: [Signature]  
Agent of Level 3 Communications, LLC

**ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF King

BEFORE ME, the undersigned authority, on this 12 day of September, 2000, personally appeared Ben Prock known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

Crystal L. Messier Brown

Notary Public

2-28-02  
Commission Expires

*UWD CAMP*



NO. **115229**

FILED AND RECORDED AT REQUEST OF  
Level 3 Communications  
September 14, 2000  
AT 35 MINUTES PAST 11 O'CLOCK  
AM 150 OF OFFICIAL  
RECORDS PAGE 478 LINCOLN  
COUNTY, NEVADA  
Leslie Boucher  
COUNTY RECORDER  
by Dereka Lewis, Deputy