

**UNE Forbearance Amendment  
to the Interconnection Agreement between  
United Telephone Company of the Northwest d/b/a CenturyLink  
and  
Comcast Phone of Washington, LLC d/b/a Comcast Digital Phone  
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink (“CenturyLink”), a Colorado corporation, and Comcast Phone of Washington, LLC d/b/a Comcast Digital Phone (“Comcast”). CenturyLink and Comcast shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was executed on August 16, 2016; and

WHEREAS, the Parties entered into a Resale Agreement (“Agreement”) for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions for UNEs as set forth in attachments and Exhibit A to this Amendment, attached hereto and incorporated herein by this

reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Comcast Phone of Washington, LLC d/b/a  
Comcast Digital Phone**

**United Telephone Company of the  
Northwest d/b/a CenturyLink**

  
Gloria Faust (Jan 20, 2021 17:49 EST)

  
Kimblery J. Povirk (Jan 20, 2021 17:08 CST)

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Signature

\_\_\_\_\_  
Signature

Gloria Faust  
\_\_\_\_\_  
Name Printed/Typed

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

Vice President Voice Product Management  
Title  
Jan 20, 2021

Sr. Dir. Bus. Ops Wholesale Sales  
Title  
Jan 20, 2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### 1. UNE Analog Loops

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Analog Unbundled Loops, as provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop as provided in the Agreement (together, referred to as “Analog Unbundled Loops”) are altered as follows:

- a. **Effective Date to February 2, 2020** - During the time period from the Effective Date of this Amendment until February 2, 2020, Comcast may order Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
- b. **February 2, 2020 to August 2, 2022** - After February 2, 2020, Comcast cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
  - i. For any Unbundled Analog Loops procured under the terms of the Agreement (“Existing Analog Loops”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of this Amendment.
  - ii. Comcast cannot make any changes to such Existing Analog Loops, as they will be treated in a “grandfathered” status, with continued receipt, maintenance or disconnection of the Existing Analog Loops the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing Analog Loop Service in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing Analog Loop Service.
  - iii. Comcast agrees that it will no longer submit orders for Analog Unbundled Loops under the Agreement from CenturyLink after February 2, 2020. Comcast agrees that it is the responsibility of Comcast to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
    2. In order to ensure compliance with these provisions, CenturyLink, on a periodic basis, may conduct an internal review of Comcast’s order activity to identify any instances of Analog Unbundled Loops ordered under the terms of the Agreement after February 2, 2020.
    3. Should such instances be identified, the Parties further agree that CenturyLink will notify Comcast. Upon such notification, Comcast will take prompt action to either:

- a. Order such services as new special access service, if available, under the terms of an applicable CenturyLink Tariff or Price List;
  - b. If a commercial agreement governing Analog Unbundled Loop services is in place and effective, order such services as new under the terms of such commercial agreement; or
  - c. Disconnect such service.
3. CenturyLink may issue a bill, using the effective date of the change and the date that the applicable Analog Unbundled Loop was originally installed, for the difference between the Analog Unbundled Loop rate and the applicable special access rate, or, if applicable, the commercial agreement rate (“Analog Loop True-Up Bill”); provided however, a Analog Loop True-Up Bill will be issued no more than six (6) months following the date such service(s) was originally installed and effective.
- iv. Comcast agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
- c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. Comcast is solely responsible for either disconnecting such Analog Unbundled Loops or converting them to a service under the applicable Tariffs prior to August 2, 2022. For any Analog Unbundled Loops in place as of August 2, 2022, Comcast agrees that following notice consistent with the Notices requirements of the Agreement to Comcast identifying such Analog Unbundled Loops, Comcast will disconnect such Analog Unbundled Loops or CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Special Access Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges. As Line Splitting and Loop Splitting are not available service under CenturyLink’s Tariffs, Comcast must convert to alternative arrangements that meet its needs, as such arrangements will be terminated after August 2, 2022, following notice consistent with the Notices requirements of the Agreement from CenturyLink.
- d. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.

## 2. UNE Transport

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Unbundled Dedicated Transport, as provided in the Agreement and Enhanced Extended Loop (“EEL”), as provided in the Agreement (together, referred to as “UNE Transport”) are altered as follows:

- a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, Comcast may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.
- b. **January 12, 2020 to July 12, 2022** - After January 12, 2020, Comcast cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> (“Forbearance UNE Transport”). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
  - i. For any Forbearance UNE Transport procured under the terms of the Agreement (“Existing Forbearance UNE Transport”) on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of this Amendment.
  - ii. Comcast cannot make any changes to such Existing UNE Transport, as they will be treated in a “grandfathered” status, with continued receipt, maintenance or disconnection of the Existing UNE Transport the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing UNE Transport in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing UNE Transport.
  - iii. Comcast agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. Comcast agrees that it is the Comcast’s responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    1. In order to ensure compliance with these provisions CenturyLink, on a periodic basis, may conduct an internal review of Comcast’s order activity to identify any instances of Forbearance UNE Transport ordered under the terms of the Agreement after January 12, 2020.

2. Should such instances be identified, the Parties further agree that Comcast will promptly disconnect such service(s).
- c. **After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. Comcast is solely responsible for either disconnecting such Forbearance UNE Transport or converting to Special Access service under the applicable Tariffs prior to July 12, 2022. For any Forbearance UNE Transport in place as of July 12, 2022, Comcast agrees that following a notice consistent with the Notices requirements of the Agreement to Comcast identifying such Forbearance UNE Transport, Comcast will either disconnect such Forbearance UNE Transport or CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges.

Table 1 - Rates

KEY CODES		Embarq - Washington	January 2020	
MRC	NRC	ICA Elements		
		<b>Loops (Rates Include NID Charge) (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		<b>2-Wire Analog</b>		
I0020		Band 1	\$24.78	
I0021		Band 2	\$47.21	
I0022		Band 3	\$62.85	
I0023		Band 4	\$147.93	
	I0027	First Line		\$91.17
	I0028	Second Line and Each Additional Line (same time)		\$26.35
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$42.59
	I0030	Disconnect		\$48.38
		<b>4-Wire Analog</b>		
I0031		Band 1	\$52.37	
I0032		Band 2	\$94.70	
I0033		Band 3	\$120.92	
I0034		Band 4	\$271.38	
	I0038	First Line		\$109.23
	I0039	Second Line and Each Additional Line (same time)		\$44.41
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$57.93
	I0041	Disconnect		\$48.38
		<b>Sub Loops (Rates Include NID Charge) (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		Sub-Loops Interconnection (Stub Cable)		ICB
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
I0114		Band 1	\$13.60	
I0115		Band 2	\$26.91	
I0116		Band 3	\$34.64	
I0117		Band 4	\$66.09	
	I0121	First Line		\$96.81
	I0122	Second Line and Each Additional Line (same time)		\$31.99
	I0123	Disconnect		\$52.38
		<b>UNE Multiplexing (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$117.22	\$89.86
		DS1-DS0 Disconnect		\$19.67
		<b>EEL Combinations (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		<b>Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.</b>		
		<b>See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.</b>		
		<b>Multiplexing</b>	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		
	<b>*A</b>	The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.		

Table 1 - Rates

KEY CODES		Embarq - Washington	January 2020
MRC	NRC	ICA Elements	
	<b>*B</b>	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.	



Table 1 - Dedicated Transport

Dedicated Transport Price List					Embarq - Washington - January 2020				
<p>**** UNE Forbearance. The Federal Communications Commission (the "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</p>									
<p>*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p>									
Key Codes		Route (CLI to CLI)			Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
D0019	D1019	19	BRNNWAXRS0	CNTRWAXRS0	Brinnon	Chimacum		Please See Interconnection Agreement for Rates.	
D0020	D1020	20	BRNNWAXRS0	QLCNWAXRS0	Brinnon	Quilcene			
D0021	D1021	21	CNTRWAXRS0	QLCNWAXRS0	Chimacum	Quilcene	****, ****		
D0048	D1048	48	DLPTWAACRS0	THDLORXADS0	Dallesport	The Dalles, OR			
D0022	D1022	22	DLPTWAACRS0	WSHRWAXRS0	Dallesport	Wishram			
D0028	D1028	28	GDVWWAXRS0	PRSRWAXRS0	Grandview	Prosser	****, ****		
D0027	D1027	27	GDVWWAXRS0	SNSDWAXXDS0	Grandview	Sunnyside	****, ****		
D0029	D1029	29	GDVWWAXRS0	WHTSWAXRS0	Grandview	Whitstran			
D0017	D1017	17	GLDLWAXRS0	HDRVORXARS0	Goldendale	Hood River, OR			
D0025	D1025	25	GLDLWAXRS0	KLCTWAXRS0	Goldendale	Klickitat			
D0033	D1033	33	GLDLWAXRS0	LYLEWAXRS0	Goldendale	Lyle			
D0026	D1026	26	GLDLWAXRS0	RSVTWAXRS0	Goldendale	Roosevelt			
D0068	D1068	68	GLDLWAXRS0	THDLORXADS0	Goldendale	The Dalles, OR			
D0051	D1051	51	GLDLWAXRS0	WHSLWAXRS0	Goldendale	White Salmon			
D0024	D1024	24	GLWDWAXRS0	WHSLWAXRS0	Glenwood	White Salmon			
D0030	D1030	30	GRNGWAXRS0	SNSDWAXXDS0	Granger	Sunnyside			
D0031	D1031	31	GRNGWAXRS0	TPNSWAXRS0	Granger	Toppenish			
D0032	D1032	32	GRNGWAXRS0	ZLLHWAXRS0	Granger	Zillah			
D0069	D1069	69	HDRVORXARS0	STSNWAXRS0	Hood River, OR	Stevenson			
D0052	D1052	52	HDRVORXARS0	WHSLWAXRS0	Hood River, OR	White Salmon			
D0073	D1073	73	LYLEWAXRS0	THDLORXADS0	Lyle	The Dalles, OR			
D0004	D1004	4	LYLEWAXRS0	WHSLWAXRS0	Lyle	White Salmon	****, ****		
D0034	D1034	34	MBTNWAXRS0	SNSDWAXXDS0	Mabton	Sunnyside	****, ****		
D0040	D1040	40	PRSRWAXRS0	SNSDWAXXDS0	Prosser	Sunnyside	****, ****		
D0035	D1035	35	PRSRWAXRS0	WHTSWAXRS0	Prosser	Whitstran			
D0039	D1039	39	RSVTWAXRS0	THDLORXADS0	Roosevelt	The Dalles, OR			
D0018	D1018	18	STSNWAXRS0	WHSLWAXRS0	Stevenson	White Salmon	****, ****		
D0054	D1054	54	THDLORXADS0	WHSLWAXRS0	The Dalles, OR	White Salmon			
D0050	D1050	50	THDLORXADS0	WSHRWAXRS0	The Dalles, OR	Wishram			
D0036	D1036	36	TPNSWAXRS0	ZLLHWAXRS0	Toppenish	Zillah	****, ****		
D0010	D1010	10	TRLKWAXRS0	WHSLWAXRS0	Trout Lake	White Salmon			
D0037	D1037	37	WHSLWAXRS0	WLRDWAXRS0	White Salmon	Willard			