

**FCC Modernizing Unbundling and Resale Requirements Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Zayo Group, LLC
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Zayo Group, LLC (fka AboveNet, Inc. fka AboveNet Communications, Inc.) (“CLEC”). CenturyLink and CLEC 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 approved by the Commission on May 29, 2009; and

WHEREAS, on October 28, 2020, the FCC released Order FCC 20-152, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services (“Order”), which became effective February 8, 2021 (“Effective Date of the Order”); and

WHEREAS, the Parties agree that the Order is a change 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 Order 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 to the Agreement for Unbundled Network Elements (UNEs) as set forth in Attachment 1, Exhibit A, and Appendices 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 may 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.

Zayo Group, LLC

DocuSigned by:
Robert Peterson
8621A70500A14EE...

Signature

Robert Peterson
Name Printed/Typed

Director Vendor Management

Title
October 26, 2023

Date

Qwest Corporation dba CenturyLink QC

Kimberly J. Povirk
Kimberly J. Povirk (Nov 27, 2023 15:02 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title
Nov 27, 2023

Date

ATTACHMENT 11. UNE Loops

- a. UNE DS1 and DS3 Loops. CenturyLink is no longer required to offer UNE DS1 and DS3 loops in counties deemed competitive in the *BDS Order* (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”), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html>, attached hereto as Appendix 1 to this Amendment, subject to the following transition periods:

i. UNE DS1

1. CLEC may not submit new orders after February 8, 2023.
2. CLEC may retain its embedded base of UNE DS1 loops (including those ordered in the 24-month new ordering period) in these wire centers at TELRIC rates for 42 months from the Effective Date of the Order. After August 8, 2024, CLEC’s embedded base of UNE DS1 loops in these wire centers will be transitioned to market rates.

ii. UNE DS3

1. CLEC may not submit new orders for UNE DS3 loops in these wire centers after February 8, 2021.
2. CLEC may retain its embedded base of UNE DS3 loops at TELRIC rates in these wire centers for 36 months from the Effective Date of the Order. On Feb 8, 2024, CLEC’s embedded base of UNE DS3 loops in these wire centers will be transitioned to market rates.

- b. UNE DS0 Loops and Associated Copper Subloops. CenturyLink is no longer required to offer these UNEs in “urbanized area census blocks” (census blocks in areas with 50,000 or more people), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html>, attached hereto as Appendix 2 to this Amendment, subject to the following transition periods:

i. UNE DS0 Loops

1. CLEC may not submit new orders for UNEs in these wire centers after Feb 8, 2023.
2. CLEC will retain current pricing for UNE DS0 loops and copper subloops in these wire centers until Feb 8, 2024 (including those ordered in the 24-month new order period). After Feb 8, 2024, CenturyLink may impose a 25% rate increase for any remaining UNE DS0 loops and copper subloops in these wire centers.
3. CLEC may retain its embedded base of these UNEs (including those ordered in the 24-month new order period) in these wire centers until February 8, 2025. After this date, CenturyLink will be entitled to charge market rates.

4. This transition applies to digital copper loops and two-wire and four-wire copper loops conditioned to transmit digital signals.
- c. Miscellaneous UNE Narrowband Voice-Grade Loops. CenturyLink is no longer required to offer miscellaneous UNE voice-grade loops anywhere, subject to the following transition periods:
 - i. CLEC may not submit new orders for miscellaneous UNE voice-grade loops after February 8, 2021.
 - ii. CLEC may retain its embedded base of miscellaneous UNE voice-grade loops until Feb 8, 2024.
 - iii. "Miscellaneous UNE Narrowband Voice-Grade Loops" refer to 64 kbps voice grade channels over fiber loops where CenturyLink has retired copper (which are currently grandfathered) and to the TDM capabilities of hybrid loops.
2. MTE Premises UNE Subloops and NIDs. CenturyLink is not required to offer these UNEs anywhere, subject to the following transition periods:
 - a. New Orders. Once the Order is effective, CLEC may not submit new orders for these UNEs.
 - b. Embedded Base. CLEC may retain its embedded base of these UNEs until February 8, 2024. After this date, CenturyLink will be entitled to charge market rates.
 - c. This applies to all NIDs and loop plants between the minimum point of entry at a multiunit premise and the point of demarcation.
3. UNE Dark Fiber Transport. CenturyLink is no longer required to offer UNE Dark Fiber transport on routes where the central office on each end of the route is either a Tier 1 or 2 wire center or within half mile of competitive fiber, subject to the following transition periods:
 - a. After February 8, 2021, CLEC may not submit new orders for UNE Dark Fiber Transport on these routes.
 - b. CLEC may retain its embedded base of UNE Dark Fiber Transport on these routes until February 8, 2029. After this date, CenturyLink will be entitled to charge market rates.
 - c. The central offices meeting the new test (*i.e.*, that are within a half mile of competitive fiber) are listed here: <http://www.centurylink.com/wholesale/clecs/nta.html>, and attached hereto as Appendix 3 to this Amendment.

Appendix 1

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

CLLI	WC NAME	COMPANY	CLLI_ST
AUBNWA01	Auburn	QWEST CORPORATION	WA
BCKLWA01	Buckley	QWEST CORPORATION	WA
BDMDWA01	Black Diamond	QWEST CORPORATION	WA
BLHMWA01	Bellingham Regent	QWEST CORPORATION	WA
BLHMWALU	Bellingham Lummi	QWEST CORPORATION	WA
BLLVWAGL	Bellevue Glencourt	QWEST CORPORATION	WA
BLLVWASH	Bellevue Sherwood	QWEST CORPORATION	WA
BMTNWA01	Bremerton Essex	QWEST CORPORATION	WA
BNISWA01	Bainbridge Island	QWEST CORPORATION	WA
BTLGWA01	Battleground	QWEST CORPORATION	WA
BYLKWA01	Bonney Lake	QWEST CORPORATION	WA
CLDMWA01	Coulee Dam	QWEST CORPORATION	WA
CLFXWA01	Colfax	QWEST CORPORATION	WA
CLVLWA01	Colville	QWEST CORPORATION	WA
COLBWA01	Colby	QWEST CORPORATION	WA
CRMTWA01	Crystal Mountain	QWEST CORPORATION	WA
CRSBWA01	Crosby	QWEST CORPORATION	WA
CSRKWA01	Castle Rock	QWEST CORPORATION	WA
DESMWA01	Des Moines-Ta-Tr	QWEST CORPORATION	WA
DRPKWA01	Deer Park	QWEST CORPORATION	WA
ELK WA01	Elk	QWEST CORPORATION	WA
ENMCWA01	Enumclaw	QWEST CORPORATION	WA
FDWYWA01	Federal Way	QWEST CORPORATION	WA
GRBLWA01	Green Bluff	QWEST CORPORATION	WA
GRHMWAGR	Graham	QWEST CORPORATION	WA
ISQHWAEX	Issaquah	QWEST CORPORATION	WA
JOYCWA01	Joyce	QWEST CORPORATION	WA
KENTWA01	Kent Ulrich	QWEST CORPORATION	WA
KENTWAME	Kent Meridian	QWEST CORPORATION	WA
KENTWAOB	Kent O Brien	QWEST CORPORATION	WA
LACYWA01	Lacey	QWEST CORPORATION	WA
LBLKWA01	Liberty Lake	QWEST CORPORATION	WA
LGVWWA02	Longview	QWEST CORPORATION	WA
LNLKWA01	Loon Lake	QWEST CORPORATION	WA
MPVYWAMV	Maple Valley	QWEST CORPORATION	WA
MRISWA01	Mercer Island	QWEST CORPORATION	WA

NPRTWA01	Northport	QWEST CORPORATION	WA
NWLKWA01	Newman Lake	QWEST CORPORATION	WA
OLYMWA02	Olympia Whitehall	QWEST CORPORATION	WA
OLYMWA01	Olympia Evergreen	QWEST CORPORATION	WA
ORCHWA01	Orchards	QWEST CORPORATION	WA
PASCWA01	Pasco	QWEST CORPORATION	WA
PTANWA01	Port Angeles	QWEST CORPORATION	WA
PTLWWA01	Port Ludlow	QWEST CORPORATION	WA
PTORWAFE	Port Orchard	QWEST CORPORATION	WA
PTTWWA01	Port Townsend	QWEST CORPORATION	WA
PYLPWA01	Puyallup	QWEST CORPORATION	WA
RDFDWA01	Ridgefield	QWEST CORPORATION	WA
RNTNWA01	Renton	QWEST CORPORATION	WA
ROCHWA01	Rochester	QWEST CORPORATION	WA
ROY WA01	Roy	QWEST CORPORATION	WA
SEQMWA01	Sequim	QWEST CORPORATION	WA
SLDLWASI	Silverdale	QWEST CORPORATION	WA
SMNRWA01	Sumner	QWEST CORPORATION	WA
SNYSWA01	Sunnyslope	QWEST CORPORATION	WA
SPDLWA01	Springdale	QWEST CORPORATION	WA
SPKNWA01	Spokane Riverside	QWEST CORPORATION	WA
SPKNWACH	Spokane Chestnut	QWEST CORPORATION	WA
SPKNWAFWA	Spokane Fairfax	QWEST CORPORATION	WA
SPKNWAHD	Spokane Hudson	QWEST CORPORATION	WA
SPKNWAKY	Spokane Keystone	QWEST CORPORATION	WA
SPKNWAMO	Spokane Moran	QWEST CORPORATION	WA
SPKNWAWA	Spokane Walnut	QWEST CORPORATION	WA
SPKNWAWH	Spokane Whitworth	QWEST CORPORATION	WA
STTLWA03	Seattle East	QWEST CORPORATION	WA
STTLWA04	Seattle Emerson	QWEST CORPORATION	WA
STTLWA05	Seattle Atwater	QWEST CORPORATION	WA
STTLWA06	Seattle Main	QWEST CORPORATION	WA
STTLWACA	Seattle Campus	QWEST CORPORATION	WA
STTLWACH	Seattle Cherry	QWEST CORPORATION	WA
STTLWADU	Seattle Duwamish	QWEST CORPORATION	WA
STTLWAEL	Seattle Elliott	QWEST CORPORATION	WA
STTLWALA	Seattle Lakeview	QWEST CORPORATION	WA
STTLWAPA	Seattle Parkway	QWEST CORPORATION	WA
STTLWASU	Seattle Sunset	QWEST CORPORATION	WA
STTLWAVE	Seattle West	QWEST CORPORATION	WA
TACMWAFWA	Tacoma Fawcett	QWEST CORPORATION	WA

TACMWAFL	Tacoma Ft Lewis	QWEST CORPORATION	WA
TACMWAGF	Tacoma Greenfield	QWEST CORPORATION	WA
TACMWAJU	Tacoma Juniper	QWEST CORPORATION	WA
TACMWALE	Tacoma Lenox	QWEST CORPORATION	WA
TACMWALO	Tacoma Logan	QWEST CORPORATION	WA
TACMWASY	Tacoma Skyline	QWEST CORPORATION	WA
TACMWAWA	Tacoma Waverly 2	QWEST CORPORATION	WA
TACMWAUV	Tacoma Waverly 7	QWEST CORPORATION	WA
VANCWA01	Vancouver Oxford	QWEST CORPORATION	WA
VANCWANO	Vancouver North	QWEST CORPORATION	WA
WLWLWA01	Walla Walla-Touchet	QWEST CORPORATION	WA
WTBGWA01	Waitsburg	QWEST CORPORATION	WA
YAKMWA02	Yakima Chestnut	QWEST CORPORATION	WA
YAKMWAVE	Yakima West	QWEST CORPORATION	WA

Appendix 2

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

CLLI	WCNAME	COMPANY	CLLI_ST
BLLVWAGL	Bellevue Glencourt	QWEST CORPORATION	WA
BLLVWASH	Bellevue Sherwood	QWEST CORPORATION	WA
DESMWA01	Des Moines-Ta-Tr	QWEST CORPORATION	WA
FDWYWA01	Federal Way	QWEST CORPORATION	WA
KENTWA01	Kent Ulrich	QWEST CORPORATION	WA
KENTWAOB	Kent O Brien	QWEST CORPORATION	WA
MRISWA01	Mercer Island	QWEST CORPORATION	WA
PYLPWA01	Puyallup	QWEST CORPORATION	WA
SPKNWAFa	Spokane Fairfax	QWEST CORPORATION	WA
STTLWA03	Seattle East	QWEST CORPORATION	WA
STTLWA04	Seattle Emerson	QWEST CORPORATION	WA
STTLWA05	Seattle Atwater	QWEST CORPORATION	WA
STTLWA06	Seattle Main	QWEST CORPORATION	WA
STTLWACA	Seattle Campus	QWEST CORPORATION	WA
STTLWACH	Seattle Cherry	QWEST CORPORATION	WA
STTLWADU	Seattle Duwamish	QWEST CORPORATION	WA
STTLWAEL	Seattle Elliott	QWEST CORPORATION	WA
STTLWALA	Seattle Lakeview	QWEST CORPORATION	WA
STTLWAPA	Seattle Parkway	QWEST CORPORATION	WA
STTLWASU	Seattle Sunset	QWEST CORPORATION	WA
STTLWAVE	Seattle West	QWEST CORPORATION	WA
TACMWAFa	Tacoma Fawcett	QWEST CORPORATION	WA
TACMWAGF	Tacoma Greenfield	QWEST CORPORATION	WA
TACMWALE	Tacoma Lenox	QWEST CORPORATION	WA
TACMWALO	Tacoma Logan	QWEST CORPORATION	WA
TACMWASY	Tacoma Skyline	QWEST CORPORATION	WA
TACMWAWA	Tacoma Waverly 2	QWEST CORPORATION	WA
TACMWAWV	Tacoma Waverly 7	QWEST CORPORATION	WA
VANCWA01	Vancouver Oxford	QWEST CORPORATION	WA

Appendix 3

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

WC	LUMEN_WIRE CENTERS	LEGACY_COMPANY	STATE
ABRDWA01	ABRDWA01	Qwest	WA
AUBNWA01	AUBNWA01	Qwest	WA
BCKLWA01	BCKLWA01	Qwest	WA
BDMDWA01	BDMDWA01	Qwest	WA
BLFRWA01	BLFRWA01	Qwest	WA
BLHMWA01	BLHMWA01	Qwest	WA
BMTNWA01	BMTNWA01	Qwest	WA
BNISWA01	BNISWA01	Qwest	WA
BTLGWA01	BTLGWA01	Qwest	WA
BYLKWA01	BYLKWA01	Qwest	WA
CENLWA01	CENLWA01	Qwest	WA
CHHLWA01	CHHLWA01	Qwest	WA
CLELWA01	CLELWA01	Qwest	WA
CLFXWA01	CLFXWA01	Qwest	WA
COLBWA01	COLBWA01	Qwest	WA
CRSBWA01	CRSBWA01	Qwest	WA
CSRKWA01	CSRKWA01	Qwest	WA
DESMWA01	DESMWA01	Qwest	WA
ELK WA01	ELK WA01	Qwest	WA
EPHRWA01	EPHRWA01	Qwest	WA
ESTNWA01	ESTNWA01	Qwest	WA
FDWYWA01	FDWYWA01	Qwest	WA
GRHMWAGR	GRHMWAGR	Qwest	WA
ISQHWAEX	ISQHWAEX	Qwest	WA
KENTWA01	KENTWA01	Qwest	WA
KENTWAME	KENTWAME	Qwest	WA
LACYWA01	LACYWA01	Qwest	WA
LBLKWA01	LBLKWA01	Qwest	WA
LGVWWA02	LGVWWA02	Qwest	WA
MPVYWAMV	MPVYWAMV	Qwest	WA
MRISWA01	MRISWA01	Qwest	WA
MSLKWA01	MSLKWA01	Qwest	WA
MSLKWAAB	MSLKWAAB	Qwest	WA
NPVNWA01	NPVNWA01	Qwest	WA
NWLKWA01	NWLKWA01	Qwest	WA
OLYMWAEV	OLYMWAEV	Qwest	WA
OMAKWA01	OMAKWA01	Qwest	WA
ORCHWA01	ORCHWA01	Qwest	WA
ORVLWA01	ORVLWA01	Qwest	WA

OTHEWA01	OTHEWA01	Qwest	WA
PASCWA01	PASCWA01	Qwest	WA
PMRYWA01	PMRYWA01	Qwest	WA
PTANWA01	PTANWA01	Qwest	WA
PTLWWA01	PTLWWA01	Qwest	WA
PTORWAFE	PTORWAFE	Qwest	WA
PYLPWA01	PYLPWA01	Qwest	WA
RDFDWA01	RDFDWA01	Qwest	WA
ROCHWA01	ROCHWA01	Qwest	WA
ROY WA01	ROY WA01	Qwest	WA
SEQMWA01	SEQMWA01	Qwest	WA
SHTNWA01	SHTNWA01	Qwest	WA
SLDLWASI	SLDLWASI	Qwest	WA
SMNRWA01	SMNRWA01	Qwest	WA
SNYSWA01	SNYSWA01	Qwest	WA
SPKNWACH	SPKNWACH	Qwest	WA
SPKNWAFWA	SPKNWAFWA	Qwest	WA
SPKNWAHD	SPKNWAHD	Qwest	WA
SPKNWAKY	SPKNWAKY	Qwest	WA
SPKNWAMO	SPKNWAMO	Qwest	WA
SPKNWAWH	SPKNWAWH	Qwest	WA
STTLWA04	STTLWA04	Qwest	WA
STTLWACH	STTLWACH	Qwest	WA
STTLWADU	STTLWADU	Qwest	WA
STTLWALA	STTLWALA	Qwest	WA
STTLWAPA	STTLWAPA	Qwest	WA
STTLWASU	STTLWASU	Qwest	WA
STTLWAVE	STTLWAVE	Qwest	WA
TACMWAFWA	TACMWAFWA	Qwest	WA
TACMWAGF	TACMWAGF	Qwest	WA
TACMWAJU	TACMWAJU	Qwest	WA
TACMWALE	TACMWALE	Qwest	WA
TACMWALO	TACMWALO	Qwest	WA
TACMWASY	TACMWASY	Qwest	WA
TACMWAWA	TACMWAWA	Qwest	WA
TACMWAWV	TACMWAWV	Qwest	WA
VANCWA01	VANCWA01	Qwest	WA
VANCWANO	VANCWANO	Qwest	WA
WLWLWA01	WLWLWA01	Qwest	WA
WNLCWA01	WNLCWA01	Qwest	WA
WRDNWA01	WRDNWA01	Qwest	WA
WTBGWA01	WTBGWA01	Qwest	WA