

**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENTS  
WITH  
COMCAST**

This Amendment ("Amendment") deemed effective on upon signature of the Parties (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Northwest Fiber, LLC. d/b/a Ziplly Fiber incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Northwest Fiber, LLC. d/b/a Ziplly Fiber") and each of the Comcast wireline competitive local exchange carrier ("CLEC") affiliates, individually or collectively "Comcast"). Northwest Fiber, LLC. d/b/a Ziplly Fiber and Comcast may be referred to individually as a "Party" and collectively as the "Parties." Exhibit A hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Northwest Fiber, LLC. d/b/a Ziplly Fiber provides in its operating territory in the states listed in Exhibit A.

**RECITALS**

A. Northwest Fiber, LLC. d/b/a Ziplly Fiber and Comcast, whether as original parties or as a result of Comcast's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Memorandum Opinion and Order, WC Docket Nos. 18-141 et al. (rel. Aug. 2, 2019) ("UNE Loop-Resale Order") and Report and Order on Remand and Memorandum Opinion Order, WC Docket Nos. 18-141 et al. (rel. July 12, 2019) ("UNE Transport Forbearance Order") (with the UNE Loop-Resale Order and the UNE Transport Forbearance Order being collectively referred to as the "FCC Forbearance Orders");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC Forbearance Orders under the terms of the Agreements, wish to amend the Agreements as set forth in this Amendment; and

D. The Parties wish to amend the Agreements in accordance with the FCC Forbearance Orders and agree to do so under the terms and conditions contained in this Amendment.

**AGREEMENT**

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement notwithstanding any other term or condition of the Agreement or a Northwest Fiber, LLC. d/b/a Ziplly Fiber tariff.

2. Discontinuance of Wholesale Discount for Resale Services

2.1 As of February 2, 2020, Northwest Fiber, LLC. d/b/a Zply Fiber will not provide to Comcast any new Telecommunication Service for resale at a wholesale discount.

2.1.1. Resale services ordered by Comcast on or before February 1, 2020, are grandfathered at the wholesale rate in effect on the Amendment Effective Date for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which the resold Telecommunications Service is discontinued by Comcast or is terminated by Northwest Fiber, LLC. d/b/a Zply Fiber for any reason permitted under the Agreement, a Northwest Fiber, LLC. d/b/a Zply Fiber tariff or applicable law. Grandfathered resale services are available only to the same extent as available on February 1, 2020, including only to the same End User with the same functionality at the same End User's existing location.

2.1.2. On and after August 2, 2022, Northwest Fiber, LLC. d/b/a Zply Fiber shall charge, and Comcast shall pay the applicable retail price for all Comcast purchases of resale Telecommunications Services, both new and those grandfathered pursuant to 2.1.1 (if any remain in service). The retail price is as set forth in Northwest Fiber, LLC. d/b/a Zply Fiber's then-current applicable tariff or, if there is no tariff price, the retail price that Northwest Fiber, LLC. d/b/a Zply Fiber charges subscribers which are not telecommunications carriers. Such resale services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement, other than the wholesale discount, shall continue to apply to such resale services.

3. Discontinuance of UNE Analog Loops

3.1. As of February 2, 2020, Comcast shall not order, and Northwest Fiber, LLC. d/b/a Zply Fiber will not provide unbundled two-wire and four-wire analog voice grade copper loops, including the attached TDM equipment (referred to individually and collectively as "UNE Analog Loops").

3.2. UNE Analog Loops ordered by Comcast on or before February 1, 2020, are grandfathered for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which a UNE Analog Loop is converted or disconnected. During the transition period identified in this Section 3.2 and no later than August 2, 2022, Comcast shall either convert each UNE Analog Loop to an alternate non-UNE service (e.g., via a Northwest Fiber, LLC. d/b/a Zply Fiber commercial offering or applicable tariff) or order disconnection of the UNE Analog Loop to be completed no later than August 2, 2022.

3.3 On and after August 3, 2022, Northwest Fiber, LLC. d/b/a Zply Fiber may disconnect Comcast UNE Analog Loops that remain in service, if any, and may do so without further notice to Comcast and pursuant to State Commission rules for such disconnection.

3.4. For any grandfathered UNE Analog Loop not converted or disconnected on or before August 2, 2022, Northwest Fiber, LLC. d/b/a Zply Fiber may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE Analog Loop rate and the applicable, higher non-UNE rate.

- 3.5. For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth in this Amendment apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of a loop-transport combination), or commingled with a non-UNE service or other arrangement.

4. Discontinuance of UNE DS1 and DS3 Transport Between Certain Wire Centers

- 4.1. As of January 12, 2020, Comcast shall not order and Northwest Fiber, LLC. d/b/a Ziplly Fiber will not provide unbundled dedicated DS1 and DS3 capacity transport facilities, whether stand-alone or as part of a combination (e.g., Enhanced Extended Link), between Tier 1 wire centers and between wire centers subject to the UNE DS1/DS3 Dedicated Transport forbearance as outlined in the FCC Wireline Competition Bureau's Public Notice DA 19-733, dated August 1, 2019 (collectively, "UNE DS1/DS3 Dedicated Transport").

- 4.2. UNE DS1/DS3 Dedicated Transport ordered by Comcast on or before January 12, 2020, is grandfathered for a transition period until the earlier of: (a) July 12, 2022; or (b) the date on which a UNE DS1 or DS3 Dedicated Transport is converted or disconnected. During the transition period identified in this Section 4.2 and no later than July 12, 2022, Comcast shall convert each grandfathered UNE DS1/DS3 Dedicated Transport to another Northwest Fiber, LLC. d/b/a Ziplly Fiber service (e.g., Special Access) or disconnect such UNE DS1/DS3 Dedicated Transport service.

- 4.3. On and after July 13, 2022, Northwest Fiber, LLC. d/b/a Ziplly Fiber may convert any remaining UNE DS1/DS3 Dedicated Transport of Comcast to a Special Access service at month-to-month rates, terms and conditions as established under then current tariffs or price lists. Northwest Fiber, LLC. d/b/a Ziplly Fiber will charge, and Comcast will pay all recurring and non-recurring charges for the conversion and the service as applicable under then Northwest Fiber, LLC. d/b/a Ziplly Fiber current tariffs or price lists.

- 4.4. For any grandfathered UNE DS1/DS3 Dedicated Transport not converted or disconnected by Comcast on or before July 12, 2022, and to the extent Northwest Fiber, LLC. d/b/a Ziplly Fiber is not at fault for delays in disconnections or conversions ordered by Comcast pursuant to standard published intervals for the order type being submitted, Northwest Fiber, LLC. d/b/a Ziplly Fiber shall bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE DS1/DS3 Dedicated Transport rate and the applicable, Special Access rate as applicable under then current Northwest Fiber, LLC. d/b/a Ziplly Fiber tariffs or price lists for converted services.

5. Intentionally left blank.

6. Additional Provisions

- 6.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be

interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 6.1.

- 6.2 Capitalization. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement or under the Communications Act of 1934, as amended.
- 6.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 6.4 Headings/Captions. The Parties acknowledge that the headings and captions in this Amendment have been inserted solely for ease of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 6.5 Scope of Amendment. Except to the extent set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Agreement or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 6.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, for convenience, this Amendment has been drafted in final form by Northwest Fiber, LLC. d/b/a Ziplly Fiber. Accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 6.7 Amendments. Except as expressly set forth in Section 5 of this Amendment, no amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 6.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

The Parties have caused this Amendment to be executed as of the Amendment Effective Date.

**COMCAST PHONE OF OREGON, LLC  
COMCAST PHONE OF WASHINGTON, LLC**

**NORTHWEST FIBER, LLC. D/B/A ZIPLY FIBER**

DocuSigned by:

*Leslie Fein* By:

46C3A4E1D797462...

By:

*Michael L Daniel*

Printed: Leslie Fein

Printed: Mike Daniel

Title: SVP Procurement

Title: Sales, VP

Date:

Date:

EXHIBIT A

**Interconnection Agreements**

<b>Northwest Fiber, LLC. d/b/a Ziplay Fiber Legal Entity</b>	<b>Comcast Legal Entity</b>	<b>State</b>	<b>Effective Date</b>	<b>Amd No.</b>
Northwest Fiber, LLC. d/b/a Ziplay Fiber Communications Northwest Inc (Contract # 14507)	Comcast Phone of Oregon, LLC	OR	11/25/2002	5
Northwest Fiber, LLC. d/b/a Ziplay Fiber Communications Northwest Inc (Contract # 14482)	Comcast Phone of Washington LLC	WA	1/8/2003	5

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## Document History



SENT

**03 / 26 / 2021**

21:52:24 UTC

Sent for signature to Mike Daniel (Mike.Daniel@ziply.com)  
from monica.chandler@ziply.com  
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VIEWED

**03 / 26 / 2021**

21:53:55 UTC

Viewed by Mike Daniel (mike.daniel@ziply.com)  
IP: 24.22.119.242



SIGNED

**03 / 26 / 2021**

21:54:14 UTC

Signed by Mike Daniel (mike.daniel@ziply.com)  
IP: 24.22.119.242



COMPLETED

**03 / 26 / 2021**

21:54:14 UTC

The document has been completed.