

**UNE Forbearance Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Comcast Phone of Oregon, LLC dba Comcast Digital Phone
for the State of New Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Comcast 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 Oregon which was approved by the state Commission or became effective by operation of law on February 2, 2005; 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 Oregon, LLC dba
Comcast Digital Phone**

Qwest Corporation dba CenturyLink QC

Katherine Kirchner
Katherine Kirchner (Dec 8, 2020 18:02 MST)

Kimberly J. Povirk
Kimberly J. Povirk (Dec 8, 2020 20:35 CST)

Signature

Signature

Katherine Kirchner
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

Sr. Vice President Product Operations

Sr. Dir. Bus. Ops Wholesale Sales

Title
Dec 8, 2020

Title
Dec 8, 2020

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 defined in Section 9.2.2 provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in Section 9.3.2.1.1 of 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 the Agreement.
 - 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.
 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 Analog Unbundled Loops ordered under the terms of the Agreement after February 2, 2020.

2. 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, an 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 Interoffice Transport (“UDIT”), as provided in Section 9.6.1.1 of the Agreement and Enhanced Extended Loop (“EEL”), as provided in Section 9.23.3.7 of 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 the Agreement.
 - 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.

Exhibit A
Oregon

| | | | | | | | | | | |
|--|--|---------------------------------------|--|---|--------------------------------|----------|----------|----------|----------|----------|
| | | 9.6.1.1 | Over 0 to 8 Miles | | \$19.74 | \$0.09 | | D, I, J | D, I, J | |
| | | 9.6.1.2 | Over 8 to 25 Miles | | \$19.74 | \$0.08 | | D, I, J | D, I, J | |
| | | 9.6.1.3 | Over 25 to 50 Miles | | \$19.74 | \$0.11 | | D, I, J | D, I, J | |
| | | 9.6.1.4 | Over 50 Miles | | \$19.74 | \$0.08 | | D, I, J | D, I, J | |
| | | 9.6.1.5 | Manual | | | | \$172.66 | | | F, I, J |
| | | 9.6.1.6 | Mechanized | | | | \$99.08 | | | F, I, J |
| | 9.6.2 | DS1 UDIT (Recurring Fixed & per Mile) | | | | | | | | |
| | | 9.6.2.1 | Over 0 to 8 Miles | | \$37.94 | \$0.49 | | D, I, J | D, I, J | |
| | | 9.6.2.2 | Over 8 to 25 Miles | | \$37.94 | \$0.85 | | D, I, J | D, I, J | |
| | | 9.6.2.3 | Over 25 to 50 Miles | | \$37.94 | \$1.16 | | D, I, J | D, I, J | |
| | | 9.6.2.4 | Over 50 Miles | | \$37.94 | \$1.17 | | D, I, J | D, I, J | |
| | | 9.6.2.5 | Manual | | | | \$190.69 | | | F, I, J |
| | | 9.6.2.6 | Mechanized | | | | \$117.48 | | | F, I, J |
| | 9.6.3 | DS3 UDIT (Recurring Fixed & per Mile) | | | | | | | | |
| | | 9.6.3.1 | Over 0 to 8 Miles | | \$253.13 | \$9.95 | | D, I, J | D, I, J | |
| | | 9.6.3.2 | Over 8 to 25 Miles | | \$253.13 | \$10.19 | | D, I, J | D, I, J | |
| | | 9.6.3.3 | Over 25 to 50 Miles | | \$253.13 | \$14.27 | | D, I, J | D, I, J | |
| | | 9.6.3.4 | Over 50 Miles | | \$253.13 | \$21.11 | | D, I, J | D, I, J | |
| | | 9.6.3.5 | Manual | | | | \$193.66 | | | F, I, J |
| | | 9.6.3.6 | Mechanized | | | | \$120.45 | | | F, I, J |
| | 9.23 UNE Combinations | | | | | | | | | |
| | 9.23.2 | Enhanced Extended Loop (EEL) | | | | | | | | |
| | | 9.23.2.1 | EEL Loop, DS0 2-Wire Analog | | | | | | | |
| | | | 9.23.2.1.1 | EEL 2-Wire Loop Installation | | | | | | |
| | | | | 9.23.2.1.1.1 | First | | \$256.99 | | | I, J, 12 |
| | | | | 9.23.2.1.1.2 | Each Additional | | \$188.96 | | | I, J, 12 |
| | | | 9.23.2.1.2 | 2-Wire Analog Loop (see rates in 9.2.1.1) | | | | | | |
| | | | | 9.23.2.1.2.1 | Zone 1 | \$13.95 | | | I, J, 15 | |
| | | | | 9.23.2.1.2.2 | Zone 2 | \$25.20 | | | I, J, 15 | |
| | | | | 9.23.2.1.2.3 | Zone 3 | \$56.21 | | | I, J, 15 | |
| | | 9.23.2.2 | EEL Loop, DS0 4-Wire Analog | | | | | | | |
| | | | 9.23.2.2.1 | EEL 4-Wire Loop Installation | | | | | | |
| | | | | 9.23.2.2.1.1 | First | | \$256.99 | | | I, J, 12 |
| | | | | 9.23.2.2.1.2 | Each Additional | | \$188.96 | | | I, J, 12 |
| | | | 9.23.2.2.2 | 4-Wire Analog Loop (see rates in 9.2.1.3) | | | | | | |
| | | | | 9.23.2.2.2.1 | Zone 1 | \$27.90 | | | I, J, 15 | |
| | | | | 9.23.2.2.2.2 | Zone 2 | \$50.40 | | | I, J, 15 | |
| | | | | 9.23.2.2.2.3 | Zone 3 | \$112.42 | | | I, J, 15 | |
| | | 9.23.2.6 | EEL Rearrangement | | | | | | | |
| | | | 9.23.2.6.1 | DS0 | | | | \$136.41 | | I, J, 1 |
| | | | 9.23.2.6.2 | High Capacity | | | | \$154.83 | | I, J, 1 |
| | | 9.23.2.8 | EEL Multiplexing | | | | | | | |
| | | | 9.23.2.8.1 | DS1 to DS0 | | | \$212.76 | \$256.02 | D, I, J | I, J, 12 |
| | | | 9.23.2.8.2 | DS3 to DS1 | | | \$203.54 | \$256.02 | D, I, J | I, J, 12 |
| | | 9.23.2.9 | EEL DS0 Channel Performance (see rates in 9.6.7) | | | | | | | |
| | | | 9.23.2.9.1 | DS0 Low Side Channelization | | | \$14.50 | | | I, J, 15 |
| | | | 9.23.2.9.2 | DS1 / DS0 Low Side Channelization | | | \$8.27 | | | I, J, 15 |
| | | | 9.23.2.9.3 | DS0 Channel Cards | | | | | | |
| | | | | 9.23.2.9.3.1 | Code Select Ringdown | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.2 | Manual Ringdown | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.3 | Loop Start Signaling - Type LA | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.4 | Loop Start Signaling - Type LB | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.5 | Loop Start Signaling - Type LC | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.6 | Loop Start Signaling - Type LO | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.7 | Auto Ringdown | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.8 | Loop Start Signaling - Type LS | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.9 | No Signaling | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.10 | E & M Signaling | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | | | | 9.23.2.9.3.11 | Ground Start Signaling | \$0.00 | \$0.00 | | D, I, J | F, I, J |
| | 9.25 Loop Mux Combination (LMC) | | | | | | | | | |
| | 9.25.1 | Loop Mux, 2-Wire Analog, DS0 | | | | | | | | |
| | | 9.25.1.1 | LMC 2-Wire Loop Installation | | | | | | | |
| | | | 9.25.1.1.1 | First | | | | \$236.87 | | I, J, 12 |
| | | | 9.25.1.1.2 | Each Additional | | | | \$153.92 | | I, J, 12 |
| | | 9.25.1.2 | 2-Wire Analog Loop (see rates in 9.2.1.1) | | | | | | | |
| | | | 9.25.1.2.1 | Zone 1 | | | \$13.95 | | | I, J, 15 |
| | | | 9.25.1.2.2 | Zone 2 | | | \$25.20 | | | I, J, 15 |
| | | | 9.25.1.2.3 | Zone 3 | | | \$56.21 | | | I, J, 15 |
| | 9.25.2 | Loop Mux, 4-Wire Analog, DS0 | | | | | | | | |
| | | 9.25.2.1 | LMC 4-Wire Loop Installation | | | | | | | |
| | | | 9.25.2.1.1 | First | | | | \$236.87 | | I, J, 12 |
| | | | 9.25.2.1.2 | Each Additional | | | | \$153.92 | | I, J, 12 |
| | | 9.25.2.2 | 4-Wire Analog Loop (see rates in 9.2.1.3) | | | | | | | |
| | | | 9.25.2.2.1 | Zone 1 | | | \$27.90 | | | I, J, 15 |
| | | | 9.25.2.2.2 | Zone 2 | | | \$50.40 | | | I, J, 15 |
| | | | 9.25.2.2.3 | Zone 3 | | | \$112.42 | | | I, J, 15 |

Exhibit A
Oregon

| | | 10.3.2 | Premium / Privacy Listings | General Exchange Tariff Rate, Less Wholesale Discount | | General Exchange Tariff Rate, Less Wholesale Discount | I, J | | I, J |
|---------------|----|--|----------------------------|---|--|---|------|--|------|
| NOTES: | | | | | | | | | |
| | B | UM 962 (Order No. 02-821) | | | | | | | |
| | D | UT 148/UM 963 (Order No. 00-481) | | | | | | | |
| | F | UT 138 Ph III Nonrecurring (Order No. 03-085) | | | | | | | |
| | I | 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, again consistent with the terms of the above referenced amendment. | | | | | | | |
| | J | 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. | | | | | | | |
| | 1 | Rates not addressed in a Cost Docket (estimated TELRIC) | | | | | | | |
| | 12 | Rates proposed in UM 1025 | | | | | | | |
| | 15 | Rate for this element is the same as a rate in a different section of Exhibit A. | | | | | | | |