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Complex Telecommunications Consulting
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Buford, GA. 30519
Telephone: 404-519-4096

July 28,2020

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

RE: Request for Confidential Treatment to Application of Astro Telco, LLC .for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(G) of the Commission's Rules

Dear Ms. Dortch,

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Astro Telco, LLC ; here forward known as ("Astro Telco") hereby submits its application requesting authorization to obtain numbering resources as an IPES carrier.

Astro Telco respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules, 47 C.F.R. § 0.457 and 0.459, the Commission withhold from public inspection, Exhibit A to this application in its entirety as confidential because the documents contain trade secrets and commercially sensitive "Pricing" information that falls within Exemption 4 of the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552(b)(4). The information in Exhibit A is "of a kind that would not customarily be released to the public" and therefore, this information qualifies for confidential treatment under FOIA. Astro Telco respectfully submits that it would suffer substantial competitive harm if this information were disclosed.

Exhibit A is accordingly marked with "Confidential and Proprietary – Filed Under Seal Pursuant to 47 C.F.R. §0.459."

In support of this request and pursuant to Section 0.459(b) of the Commission's rules, Astro Telco hereby states as follows:

1. SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT PURSUANT TO 47 CFR § 0.459(b)(1).

Astro Telco seeks confidential treatment of Exhibit A in its entirety.

Astro Telco,LLC

CONFIDENTIAL AND PROPRIETARY INFORMATION
CONFIDENTIAL INFORMATION FILED UNDER SEAL, PURSUANT TO 47 C.F.R. § 0.459

2. CIRCUMSTANCES CAUSING THE SUBMISSION PURSUANT TO 47 CFR § 0.459(b)(2).

Astro Telco is submitting the confidential agreements between it and its ICA/CLEC partner as proof of Astro Telco's facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's rules.

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED PURSUANT TO 47 CFR § 0.459(b)(3).

The information for which Astro Telco seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors" as defined in 47 CFR § 0.457(d)(2). Confidential Exhibit A consists of commercial agreements between Astro Telco and its CLEC partner of which contain proprietary information concerning Astro Telco's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION PURSUANT TO 47 CFR § 0.459(b)(4).

Confidential Exhibit A contains information relating to commercial matters that could be used by competitors to Astro Telco's disadvantage. Astro Telco has numerous competitors in the telecommunications industry in which it operates. Detailed commercial information on operations of the type provided by Astro Telco could compromise its position in this highly competitive industry. Release of this information would therefore result in substantial competitive harm to Astro Telco.

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM PURSUANT TO 47 CFR § 0.459(b)(5).

Competitors could use Astro Telco's proprietary and commercial information to its detriment as they would gain access to sensitive data about how Astro Telco provides services as well as about Astro Telco's commercial agreements with others in the market that are not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE PURSUANT TO 47 CFR § 0.459(b)(6).

Astro Telco,LLC

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Astro Telco has not distributed the information in Confidential Exhibit A to the public or any parties within Astro Telco or outside Astro Telco except on a need-to-know basis.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES PURSUANT TO 47 CFR § 0.459(b)(7).

Astro Telco deems the information in Exhibit A to be confidential.

8. JUSTIFICATION OF THE TIME FRAME DURING WHICH THE SUBMITTING PARTY BELIEVES THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE PURSUANT TO 47 CFR § 0.459(b)(8).

Astro Telco requests that Confidential Exhibit A be treated as confidential for a period of five years. This period is necessary due to the proprietary nature of the information in Confidential Exhibit A.

9. ADDITIONAL INFORMATION THAT ASTRO TELCO BELIEVES MAY BE HELPFUL IN DETERMINING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED PURSUANT TO 47 CFR § 0.459(b)(9).

The information deals with Astro Telco's proprietary network, related to current and planned operations, and as such, is commercially sensitive.

If you should have any questions or concerns, please feel free to contact me at your convenience at 404-519-4096 or rongrob@apelaprofsvcs.com.

Respectfully submitted,



Ronald J Grob
APELA Professional Services, LLC
Senior Telecommunications Consultant To Astro Telco, LLC

**Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D.C.
20554**

In the Matter of **Astro Telco,LLC**) WC Docket No. 20- _____
For Authorization to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of)
The Commission's Rules)

**APPLICATION OF ASTRO TELCO, .FOR AUTHORIZATION TO OBTAIN
NUMBERING RESOURCES**

Astro Telco, LLC.("Astro Telco"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission's *Numbering Order*, an Interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15 (g)(3)(i)(A)-(G) of the Commission's Rules. Astro Telco hereby requests the Commission grant it that authorization. In support of this application, Astro Telco provides the following information:

I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)

A. § 52.15(g)(3)(i)(A)

Name: Astro Telco,LLC
Address: 2501 N Harwood St, 20th floor, suite 2001
City: Dallas
State: Texas
ZIP Code: 75201
Telephone: 616-212-2121

Executive for Astro Telco:
Name: John Ofenloch, Jr.
Address: 211 E. 7th Street, Suite 620
City: Austin
State: Texas
ZIP Code: 78701
Telephone: 469-473-3300
Email:

Contact for Regulatory Requirements, Compliance, 911 and Law Enforcement:

Name: Gerardo Tonini

Address: 259 Hoover Blvd Suite 160

City: Holland

State: MI.

ZIP Code: 49423

Telephone: 616-212-2121

Email: jet@astrotelco.com

B. § 52.15(g)(3)(i)(B)

Astro Telco hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules as well as to the numbering authority delegated to the states. The Company hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. Astro Telco intends to offer services immediately in **Texas** but seeks authority to access numbering resources throughout the United States.

C. § 52.15(g)(3)(i)(C)

Astro Telco acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

Astro Telco authenticates its' capability to provide service within 60 days of the numbering resources activation date. Astro Telco is a recently-established interconnected VoIP carrier providing voice and network services for small to medium sized businesses located in the United States. The Company was founded by several highly experienced telecommunications professionals and in addition, has several highly skilled technical employees. Astro Telco has negotiated an Interconnect Agreement with Peerless Networks, a (CLEC) Competitive Local Exchange Carrier, to serve as Astro Telco's access homing tandem and to route local and access traffic (both originating and terminating) to the **PSTN**. Astro Telco will interconnect with and broadcast Peerless's tandem platforms for the purposes of managing all codes assigned to Astro Telco OCNs. The interconnect agreement demonstrating the access to the platform and capability (Peerless Network) is attached to this application as Confidential Exhibit A.

Astro Telco,LLC

CONFIDENTIAL AND PROPRIETARY INFORMATION
CONFIDENTIAL INFORMATION FILED UNDER SEAL, PURSUANT TO 47 C.F.R. § 0.459

In addition, Peerless's interconnection to the PSTN through it's MSA/ICA with two LECs is included in Exhibit C. of this filing. One ICA with ATT/Southwestern Bell and another ICA with GTE Southwest, DBA as Verizon Southwest is included. These two Interconnect Agreements provide dual, redundant interconnections to the PSTN for Astro Telco.

E. § 52.15(g)(3)(i)(E)

Astro Telco hereby certifies that it will comply with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

F. § 52.15(g)(3)(i)(F)

The Company certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. Astro Telco's key management and technical personnel are identified in attached Exhibit B. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

G. § 52.15(g)(3)(i)(G)

Astro Telco hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988,21 U.S.C. § 862.

II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

As required by Section 52.15(g)(3)(iv), Astro Telco will maintain the accuracy of all contact information and certifications in this application and will file a correction with the Commission and each applicable state within 30 days of any changes. Astro Telco will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

Astro Telco,LLC

CONFIDENTIAL AND PROPRIETARY INFORMATION
CONFIDENTIAL INFORMATION FILED UNDER SEAL, PURSUANT TO 47 C.F.R. § 0.459

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Astro Telco, respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted for Astro Telco,LLC



Ronald J Grob
APELA Professional Services, LLC

Principal Telecommunications Consultant To: Astro Telco, LLC

Confidential Exhibit A

Confidential and Proprietary – Filed Separately Under Seal

Pursuant to 47 C.F.R. §0.459

ASTRO Telco,LLC Interconnect Documents

ASTRO TELCO LocalTermDOD-Final – Confidential

ASTRO TELCO MSA Final – Confidential

ASTRO TELCO PSTNC-IPV Final – Confidential

ASTRO TELCO Transit Final Confidential

ASTRO TELCO LDTerm-final Confidential

EXHIBIT B

Key Managerial and Technical Personnel

JOHN OFENLOCH JR. - President and CEO

John Ofenloch has more than 25 years of experience in a wide variety of industries, including telecommunications, Internet services, technology, and integrated optic manufacturing. His experience includes serving in senior management and interim management roles, assisting in the development and implementation of restructuring and business plans, creating strategic initiatives, and developing reporting packages for ongoing analysis by management. He has overseen all aspects of finance and accounting departments including assisting in the completion of an initial public offering, negotiating sale-lease-backs, and working on various mergers and acquisitions. Prior to his involvement with Satori Capital, Mr. Ofenloch worked for FTI Consulting and previously held multiple senior management positions in finance, operations, and treasury for wireless and telecommunications firms. He has served as acting CFO and treasurer of a photonics component manufacturing company, where he had overall responsibility for strategic planning, general accounting, treasury, budgeting, financial reporting, and investor relations. He held the Deputy CFO position at CAH, a holding company that controls telecommunications operating divisions and subsidiaries in the U.S. Virgin Islands that include a local telephone company, three cable companies, and a wireless company. He has also held the title of Deputy CFO and Senior Vice President at Pacific Crossing Limited, a company that operates a Trans-Pacific, sub-sea network providing a vital link between the U.S. and Asia. While at Pacific Crossing, Mr. Ofenloch helped manage and guide the company through a Chapter 11 bankruptcy process by cutting costs and improving revenue, which resulted in a successful sale to NTT in Oct 2009.

Mr. Ofenloch holds a bachelor's degree in finance from Auburn University and a Masters in Business Administration (MBA) from Southern Methodist University. directing telecom activities.

GERARDO TONINI – Vice President

Mr. Tonini has more than 41 years' experience in computers and telecommunications technologies offering a unique and diverse set of competencies spanning various industries and disciplines ranging from computer manufacturing, telecommunication technologies and Internet services. Co-founder of other CLEC businesses, one becoming the first IP Triple Play Telecommunication Company in Michigan installing fiber optics to the home (FTTH); delivering state-of-the-art VoIP, Internet, and IPTV Services. He directed and managed all aspects of the CLEC business including but not limited to, customer care, field operations, CLEC services, ordering local Loops, resale services, support and billing, to legal and regulatory affairs, filing all necessary reports with local and federal agencies. He designed and managed the construction of an integrated Ethernet and SONET optical networks, built out Carrier Colocation Central Offices; connecting local and remote central offices to telecommunications

Switch's, IPTV Head end, to the Public Switched Telephone Network. He is experienced in dealing with Carriers and Interconnection Agreements and all aspects of Telecommunications.

Mr. Tonini has a proven track record in management and operations, including but not limited to day-to-day customer provisioning, customer care, IT, telecom switching, engineering, network planning, infrastructure implementation, product development solutions, pricing, promotions and billing. Mr. Tonini utilizes his experience, technology and partnerships to create solutions to business problems creating value for shareholders and its customers.

Tim Zeller – Director of Telecommunications Billing

Tim Zeller has more than 22 years' experience in the Telecommunications industry. His knowledge includes Porting, SMS SOMOS entries, Switch Translations, E911 provisioning among other technical processes.

Mr. Zeller also has experience in CDR telecommunications analysis and reporting. Analyzing millions of records utilizing SQL presenting data in a readable and understandable format. He is an expert in telecommunications billing and FCC regulatory reporting.

In his 22 years of telecommunications experience he has worked with several different companies including traditional CLECs and Triple Play providers.

EXHIBIT C

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AT&T Wholesale Agreement



Contract Number: 19054

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Customer Name: Peerless Network

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CLEC Agreement with:

Peerless Network

UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS
ACT OF 1996

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the

Agreement), by and between one or more of the AT&T Inc. owned ILECs: **BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin**, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Peerless Network of Connecticut, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Indiana, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Nevada, LLC, Peerless Network of Ohio, LLC, Peerless Network of Tennessee LLC, and **Peerless Network of Texas, LLC** ("CLEC" also referenced as "Peerless Network"), (Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee, and Texas Limited Liability Companies), shall apply to the States of Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee and Texas.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, **BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T**

Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T22STATE with ninety (90) calendar days advance written Notice of any CLEC to CLEC Mass Migration. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection Service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

7.5.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Pricing Schedule to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to the acquiring

CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.6 Project Coordination:

7.6.1 **AT&T-22STATE** will provide project management support to effectuate changes of the types identified in Section 7.5 above.

7.6.2 **AT&T-22STATE** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **AT&T-22STATE**'s most current version of LSOR or ASOR guidelines not support the required order activity, **AT&T-22STATE** will issue service orders at the manual rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **AT&T-22STATE** any and all information **AT&T-22STATE** reasonably requests to effectuate such changes.

7.7 Referral Announcement

7.7.1 When an End User changes its service provider from **AT&T-22STATE** to CLEC or from CLEC to **AT&T-22STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 In **AT&T-22STATE**, with the exception of **AT&T OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AT&T OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 19, 2012 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

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8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this

Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

8.3.2 If, at any time during the term of this Agreement, **AT&T-22STATE** is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then **AT&T-22STATE** may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.

8.4 Termination of Agreement after initial term expiration:

8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to **AT&T-22STATE** at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival 40.1 below of this GTC.

8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.

8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration,” CLEC shall have ten (10) calendar days to provide **AT&T-22STATE** written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with **AT&T-22STATE** or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with **AT&T-22STATE**, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with **AT&T-22STATE** under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

8.4.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement **AT&T-22STATE** shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. **AT&T-22STATE**’s obligation to provide services under this Agreement

beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with **AT&T-22STATE**'s consent, **AT&T-22STATE** may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.

8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by **AT&T-22STATE**, **AT&T-22STATE** may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.

9.0 End User Fraud

9.1 **AT&T-22STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.

9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.



General Terms and Conditions/**AT&T-22STATE**

Signature Page 1 of 1

Peerless Network

Version: 3Q08 – CLEC ICA 1222/08

Peerless Network of Connecticut, LLC,
Peerless Network of Florida, LLC, Peerless
Network of Georgia, LLC, Peerless Network of
Indiana, LLC, Peerless Network of North
Carolina, LLC, Peerless Network of Nevada,
LLC, Peerless Network of Ohio, LLC, Peerless
Network of Tennessee, LLC, and Peerless
Network of Texas, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, AT&T North
Carolina, and AT&T Tennessee; Indiana Bell
Telephone Company Incorporated d/b/a AT&T
Indiana, Nevada Bell Telephone Company
d/b/a AT&T Nevada, The Ohio Bell Telephone
Company d/b/a AT&T Ohio, The Southern New
England Telephone Company d/b/a AT&T
Connecticut, Southwestern Bell Telephone
Company d/b/a AT&T Texas by AT&T
Operations, Inc., its authorized agent

	<u>RESALE OCN</u>	<u>UNE OCN</u>	<u>SWITCH BASED OCN</u>
CONNECTICUT	_____	_____	
FLORIDA	_____	_____	902E
GEORGIA	_____	_____	909E
INDIANA	_____	_____	279F
NEVADA	_____	_____	408F
NORTH CAROLINA	_____	_____	350F
OHIO	_____	_____	284F
TENNESSEE	_____	_____	276F
TEXAS	_____	_____	177F
ACNA	OPF		

AGREEMENT
by and between
PEERLESS NETWORK OF TEXAS LLC
and
GTE SOUTHWEST INCORPORATED, DIB/A
VERIZON SOUTHWEST
FOR THE STATE OF TEXAS

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of April 24, 2009 (the "Effective Date"), between **Peerless Network of Texas LLC** a limited liability company organized under the laws of the State of Texas, with offices at 225 W. Washington Street, Suite 1285, Chicago, IL 60606 and **GTE Southwest Incorporated, d/b/a Verizon Southwest ("Verizon")**, a corporation organized under the laws of the State of Delaware with offices at 600 Hidden Ridge, HQE04H12, Irving, TX 75038 (Verizon and PN may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and PN hereby agree as follows:

1. The Agreement

1 .1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each

Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

- 1 .2** Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and PN.

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1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the

terms hereof, shall continue in effect until April 23, 2011 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

- 2.2 Either PN or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 (f either PN or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PN nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment
Interconnection
Attachment Resale
Attachment
Network Elements Attachment
Collocation Attachment

91 1 Attachment
Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of

the Effective Date.

PEERLESS NETWORK OF TEXAS LLC



Title: Chief Operating Officer

GTE SOUTHWEST INCORPORATED, DIBIA VERIZON SOUTHWEST

