



July 10, 2008

Peerless Network of Washington, LLC
Daniel Meldazis, Director Regulatory Affairs
225 W. Washington Street, Suite 1285
Chicago, IL 60606

Dear Mr. Meldazis,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Peerless Network of Washington, LLC ("CLEC") wishes to adopt in its entirety, the terms of the Wireline Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between 360networks (USA) inc. (Agreement # CDS-051216-0004) and Qwest Corporation ("Qwest"), that was approved by the Commission on March 15, 2006, as an effective agreement in the State of Washington. CLEC is incorporated in the State of Delaware. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC ("the Parties") intend that this letter serves as their agreement ("Letter Agreement") for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.
2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest Corporation and in applying the terms and conditions, agrees that Peerless Network of Washington, LLC be substituted in place of "360networks (USA) inc." throughout the Underlying Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202
Phone - 303-965-3029
Email – IntAgree@qwest.com

With copy to
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

Peerless Network of Washington, LLC
Daniel Meldazis, Director Regulatory Affairs
225 W. Washington Street, Suite 1285
Chicago, IL 60606
Phone 312-506-0933
Fax 312-506-0931
dmeldazis@peerlessnetwork.com

5. CLEC represents and warrants that it is a certified provider of local telecommunication service in the State of Washington and that this Agreement will cover services in that state only.

6. Please sign all three original copies of this letter, and overnight them within thirty (30) days to:

Manager of Interconnection
Qwest Corporation
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

After thirty (30) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

L.T. Christensen

Qwest Corporation
L.T. Christensen
Director – Interconnection Agreements
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

Date

7/14/08

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Peerless Network of Washington, LLC

John Barnicle
Signature

John Barnicle
Name Printed

Chief Executive Officer
Title

07/10/2008
Date

Commission Docket No. UT- 063008
Agenda Date Assigned _____

BEFORE THE WASHINGTON STATE

UTILITIES AND TRANSPORTATION COMMISSION

REQUEST FOR APPROVAL OF FULLY NEGOTIATED INTERCONNECTION AGREEMENT BY:

Qwest Corporation

(Telecommunications Company A Name including DBA if applicable)

360networks (USA) Inc.

(Telecommunications Company B Name including DBA if applicable)

In accordance with WAC 480-07-640, Company A requests approval of a fully negotiated interconnection agreement including any amendment(s), as described below (the Agreement):

Interconnection Agreement between Qwest Corporation and 360networks (USA) Inc.

Company A represents that the Agreement does not discriminate against non-party carriers, that it is consistent with state and federal law, and that it is in the public interest. By virtue of Company B's signature on the Agreement, Company A believes that Company B agrees with these representations.

is authorized to file

interconnection

agreements on behalf of

Maura Peterson, Paralegal

(Name and Title)

Qwest Corporation

(Name of Company)

Signature of Authorized Person

Maura Peterson

(206) 398-2504

(206) 343-4040

Maura.peterson@qwest.com

(Telephone Number)

(Fax Number)

(E-Mail Address)

1600-7th Ave

Seattle

WA 98191

(Mailing Address)

(City)

(State) (Zip Code)

WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

ORDER APPROVING INTERCONNECTION AGREEMENT

The Commission orders:

- (1) The Agreement, as described above, is approved and effective as of the date of this Order.
- (2) In the event that the parties revise, modify, or amend the Agreement approved in this Order, the revised, modified, or amended agreement will be deemed to be a new agreement under the Telecom Act and must be submitted to the Commission for approval, pursuant to 47 U.S.C. § 252(e)(1) and relevant provisions of state law, prior to taking effect.
- (3) The laws and regulations of the State of Washington and Commission Orders govern the construction and interpretation of the Agreement. The Agreement is subject to the jurisdiction of the Commission.

The Commissioners, having reviewed the information available in this matter and having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED and signed at Olympia, Washington, this _____ day of _____
(Month and Year)

Executive Secretary

INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES**

between

Qwest Corporation

and

360networks (USA) inc.

FOR THE STATE OF WASHINGTON

**AGREEMENT NUMBER
CDS-051216-0004**

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"). This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on March 31, 2009.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.