

**Third Party Transit Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Peerless Network of Washington, LLC
for the State of Washington**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Peerless Network of Washington, LLC (“Third Party Transit Provider”), collectively referred to as, the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”), which, among other terms, required each Party to provide for the termination of Exchange Service (EAS/Local) and ISP-Bound traffic originated by the other Party on a “bill and keep” basis, without payment of terminating compensation by either Party; and

WHEREAS, Third Party Transit Provider wishes to offer transiting services to other telecommunications carriers and exchange that traffic with CenturyLink according to the terms of this Amendment, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement and this Amendment; and

WHEREAS, the Parties wish to amend the Agreement 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 purpose of this Amendment is to provide the specific terms under which Third Party Transit Provider exchanges traffic with CenturyLink. See Attachment 1 attached and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution

Further Amendments

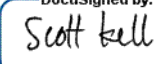
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

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.

Peerless Network of Washington, LLC

DocuSigned by:

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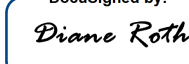
 Signature

 Scott Kell
 Name Printed/Typed

 EVP of Operations
 Title

 5/2/2017
 Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:

 766DEF6A149A455

 Signature

 Diane Roth
 Name Printed/Typed

 Director-Wholesale
 Title

 5/3/2017
 Date

ATTACHMENT 1

Terms of Third Party Transit Provider Amendment

Section 4.0 - DEFINITIONS

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. § 332 and FCC rules and orders interpreting that statute.

"InterMTA" describes Wireless Telecommunications Services originating in one MTA and terminating in another MTA.

"InterMTA Factors" are factors that are used in intercarrier compensation to determine InterMTA and InterMTA Roaming MOUs when WSP's End User Customer is initiating (M-L) or terminating (L-M) a call in another MTA.

"Internet Service Provider-Bound" or "ISP-Bound" refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the "ISP Remand Order"). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

"IntraMTA" describes Wireless Non-Access Telecommunications Traffic that originates and terminates in the same MTA.

"Major Trading Area (MTA)" is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

"Transit Service" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"VNXX Traffic" is all traffic originated by a Party's End User Customer and dialed with a local dialing pattern that is not terminated to the other Party's End User Customer physically located within the same CenturyLink Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed. VNXX does not include originating 8XX traffic.

"VoIP-PSTN Traffic" includes any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of Telecommunications service.

Section 7.0 – INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1.1 CenturyLink will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. CenturyLink will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, CenturyLink shall comply with all state wholesale and retail service quality requirements. If CenturyLink experiences issues in meeting any service quality requirements as a direct result of CLEC's offering of Third Party Transit Services, CenturyLink will provide notice to CLEC of such issues and CLEC agrees that it will take actions necessary to remedy the issues CenturyLink identifies.

7.2 Exchange of Traffic

7.2.1.2.4.1 Pursuant to the terms of the Third Party Transit Provider Amendment, Third Party Transit Provider will be exchanging Exchange Service (EAS/Local), IntraMTA, ISP-Bound, IntraLATA LEC Toll, InterMTA and VoIP-PSTN traffic with CenturyLink for traffic originated by and/or terminated to certain other telecommunications carriers ("Transit Customer"). Prior to Third Party Transit Provider exchanging this traffic with CenturyLink, it will identify any Transit Customers to CenturyLink and CenturyLink will confirm that any proposed Transit Customers have entered into a "Routing Through a Third Party Transit Provider Amendment" with CenturyLink, prior to the exchange of any traffic with CenturyLink.

7.2.1.2.4.1.1 Third Party Transit Provider will follow applicable procedures of the LERG and the Third Party Transit Provider Agreement in order to identify the NPA-NXX(s) which will be routed through Third Party Transit Provider.

7.2.1.2.4.1.2 Third Party Transit Provider will provide appropriate call treatment per industry standards/guidelines for traffic from CenturyLink to the Third Party Transit Provider destined for its Transit Customers, where the appropriate network infrastructure may not be in place between the Third Party Transit Provider and its Transit Customers.

7.2.1.2.4.1.3 The Parties do not intend to exchange traffic for Interconnected VoIP Providers when CLEC acts as a Carrier Partner (as defined by the FCC in the VoIP Numbering Order) under this Amendment.

7.2.1.2.4.2 Third Party Transit Provider and CenturyLink will continue to exchange traffic under the terms of the Third Party Transit Provider's Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Third Party Transit Provider Amendment, all traffic originated by parties utilizing Third Party Transit Provider and terminating to CenturyLink end users will be treated as though originated by Third Party Transit Provider, including but not limited to terminating intercarrier compensation and compensation for use of local interconnection transport facilities.

7.2.1.2.4.2.1 Except as specifically described below, when CLEC acts as a Third Party Transit Provider, all traffic exchanged between CLEC and CenturyLink will be treated as wireline traffic for billing purposes. CenturyLink and CLEC will not separately identify WSP traffic.

7.2.1.2.4.2.1.1 CenturyLink will not pay CLEC any compensation for any InterMTA traffic. CenturyLink will bill Third Party Transit Provider for InterMTA traffic by using the InterMTA Factor in Exhibit A which will be calculated against all CenturyLink originated MOU routing through the CLEC terminating to a WSP end user. CenturyLink will bill CLEC for such traffic at Originating Interstate Access Rates out of the CenturyLink Access Tariff. The InterMTA Factor will be identified on Exhibit A and will stay in place unless either Party conducts a traffic study of CenturyLink originated traffic routed through the CLEC and terminating to WSP's. A request to review traffic studies and revise the InterMTA Factor is limited to twice a year and any change will be documented in an amendment.

7.2.1.2.4.3 Compensation for transiting traffic to Transit Customer will not be paid by CenturyLink to Third Party Transit Provider for CenturyLink end user originated traffic or transit traffic routed to CenturyLink that CenturyLink sends through the Third Party Transit Provider to terminate to Transit Customer.

7.2.1.2.4.4. Traffic that transits either Parties network will be included in the calculation of the RUF as per Exhibit H., This amendment modifies the CLEC's Exhibit H to include InterMTA traffic under Minutes that are CLEC's responsibility.

7.2.1.2.4.5 When the Third Party Transit Provider utilizes CenturyLink's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the Third Party Transit Provider's switch and CenturyLink's Tandem Switch for delivery to and from one (1) of CenturyLink's End Office Switches, the Third Party Transit Provider shall order a direct trunk group to CenturyLink's End Office Switch. Upon notice by CenturyLink or anticipation of such traffic usage levels, the Third Party Transit Provider will order, within 30 days, direct trunk group(s) to the CenturyLink End Office Switch. Subsequently, until the Third Party Transit Provider orders such direct trunk groups CenturyLink may not process or may reject the Third Party Transit Provider's orders for new trunk groups or trunk group augments to CenturyLink's tandems. To the extent that the Third Party Transit Provider has established a Collocation arrangement at a CenturyLink End Office Switch location, and has available capacity, Transit Customer may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to Third Party Transit Provider's Switch.

7.2.1.2.4.6 This Third Party Transit Provider Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Third Party Transit Provider may have with CenturyLink, including tariffs, interconnection and/or access agreements.

7.2.1.2.4.7 This Third Party Transit Provider Amendment does not authorize Third Party Transit Provider to bill CenturyLink on behalf of Transit Customer for any charges associated with Local Interconnection Services (LIS) interconnection or Type 2 Interconnection facilities, including, but not limited to any reciprocal compensation arrangements contained in separate agreements with CenturyLink.

7.2.1.2.4.8 Third Party Transit Provider will not exchange VNXX traffic with CenturyLink.

7.2.1.2.4.9 Third Party Transit Provider will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

7.2.1.2.4.10 Third Party Transit Provider will be responsible to provide transit records, in EMI category 11-01-XX format to CenturyLink, if required by CenturyLink.