



March 11, 2011

Joseph Wood, CTO and Principal Network Architect
Puget Sound Telecommunications, LLC
10605 SE 240th ST, PMB 120
Kent, WA 98031

Dear Mr. Wood,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Puget Sound Telecommunications, 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 X5Solutioins, Inc. (Agreement # CDS-090612-0001) and Qwest Corporation ("Qwest"), that was approved by the Commission on September 10, 2008, as an effective agreement in the State of Washington. CLEC is incorporated in the State of Washington. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC (individually, a, "Party," or collectively, 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. Pursuant to the Underlying Agreement CLEC is adopting, this Agreement shall expire on the same date as the Underlying Agreement – October 12, 2012.. 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.

In the event that the Parties currently have an existing Interconnection Agreement, once this Letter Agreement is approved by the Commission, the Underlying Agreement shall replace the existing Interconnection Agreement in its entirety for the state of Washington. However, nothing relieves the Parties from fulfilling all obligations incurred under the prior Agreement

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, a Party 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 Puget Sound Telecommunications, LLC. be substituted in place of "X5Solutioins, 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
930 15th Street, 6th floor
Denver, CO 80202
Phone: 303-672-2879
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:

Joe Wood, CTO and Principal Network Architect
Puget Sound Telecommunications, LLC
10605 SE 240th ST, PMB 120
Kent, WA 98031
Phone (253) 854-4199 x2000
Fax (253) 854-4199
Email - joew@pugetsoundtelecom.net

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 electronically via the DocuSign® process within thirty (30) days. After thirty (30) days Qwest may rescind its willingness to consider this Letter 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,

05E9FC68BD67454...
L. T. Christensen
DocuSigned By: L. T. Christensen

3/21/2011

L. T. Christensen
Director – Wholesale Contracts
Qwest Corporation
930 15th Street, 6th floor
Denver, Colorado 80202

Date

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

Puget Sound Telecommunications, LLC.

DocuSigned by:
[Signature]

164223767593443...
Signature
Joseph H. Wood
Name Printed
Co-Owner, CTO, and Principal Network Architect
Title

3/18/2011

Date