



Stephen LeVan
SVP, Carrier Sales and
Services
180 S. Clinton Ave
Rochester, NY 14646

September 25, 2013

Salish Networks, Inc.
Attn: Glen Gobin
Chariman
8802 27th Ave NE
Tulalip, WA 98271

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Glen Gobin:

Frontier Communications Northwest Inc., a Washington corporation ("Frontier"), with a principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Salish Networks, Inc. ("SNI"), a corporation, with principal place of business at 8732 27th Ave NE, Tulalip, WA 98271, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Ionex Communications North, Inc. d/b/a Birch Communications, ("Birch") and Frontier that was approved by the Washington Utilities and Transportation Commission (the "Commission") as an effective agreement in the state of Washington in Docket Number UT-113005 as such agreement exists on the date hereof. I understand SNI has a copy of the Terms. Please note the following with respect to SNI's adoption of the Terms.

1. By SNI's countersignature on this letter, SNI hereby represents and agrees to the following eight points:
 - A. SNI adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Salish Networks, Inc. shall be substituted in place of Birch Telecom of the Great Lakes, Inc. dba Birch Communications and Birch in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to SNI and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Carrier:

Salish Networks, Inc.
Attn: Travis Hill – Operations Manager
8732 27th Ave NE
Tulalip, WA 98271
Telephone No.: 360-716-5128
travis@salishnetworks.com

To Frontier:

Frontier Communications
Attn: Roderick Cameron
Director, Business Operations - Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone No.: 585-777-5131
Roderick.cameron@ftr.com

with a copy to:

Frontier Communications
Attn: Associate General Counsel
1800 41st Street
Everett, WA 98201

D. SNI represents and warrants that it is a certified provider of local telecommunications service in the state of Washington, and that its adoption of the Terms will cover services in Frontier's service territory in Frontier Communications Northwest Inc. for the state of Washington only.

E. In the event an interconnection agreement between Frontier and SNI is currently in effect in the state of Washington (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. SNI's adoption of the Terms shall be effective on upon commission approval of this adoption.

2. As the Terms are being adopted by SNI pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of SNI's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny SNI's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to SNI are greater than the costs of providing them to Birch;

B. if the provision of the Terms to SNI is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to SNI under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

A. Reciprocal Compensation. Reciprocal compensation rates in this Agreement will be bill and keep as provided in the USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011) as such order may be revised, reconsidered, modified or changed in the future. When any such revisions, reconsiderations, modifications or changes are effective, such action shall be automatically incorporated into the

Agreement. For clarity, Reciprocal compensation rates are capped effective immediately and subject to bill and keep pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.

6. VoIP Traffic. VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011) as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to paragraph 5. A of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements

7. Should SNI attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs [Four/Five] above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

8. In the event that a voluntary or involuntary petition has been or is in the future filed against SNI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and SNI's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of SNI resulting from SNI's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of SNI to sign this letter in the space provided below and return it to Frontier.
Sincerely,

FRONTIER COMMUNICATIONS NORTHWEST INC.

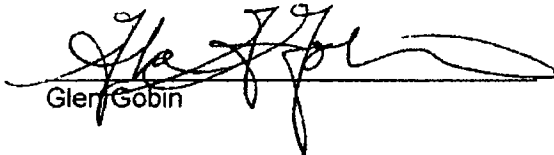


Stephen LeVan

10-31-13
(DATE)

Reviewed and countersigned as to Paragraph 1:

SALISH NETWORKS, INC.



17 OCT 13
(DATE)