



**Adoption of the
Interconnection Agreement**

By

XYN Communications, LLC

**Adopting the
Interconnection Agreement**

Between

**CenturyTel of Cowiche, Inc. d/b/a CenturyLink;
CenturyTel of Inter Island, Inc. d/b/a CenturyLink;
CenturyTel of Washington, Inc. d/b/a CenturyLink**

And

New Horizons Communications Corp. dba NHC Communications

For the State of Washington

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between CenturyTel of Cowiche, Inc. d/b/a CenturyLink, CenturyTel of Inter Island, Inc. d/b/a CenturyLink, CenturyTel of Washington, Inc. d/b/a CenturyLink ("CenturyLink") and XYN Communications, LLC ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Washington.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between CenturyTel of Cowiche, Inc. d/b/a CenturyLink, CenturyTel of Inter Island, Inc. d/b/a CenturyLink, CenturyTel of Washington, Inc. d/b/a CenturyLink and New Horizons Communications Corp. dba NHC Communications that was approved by the Commission in September 22, 2014 under Docket # UT-143027 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for New Horizons Communications Corp. dba NHC Communications.

3. PROVISIONS

- 3.1 The Terms of the New Horizons Communications Corp. dba NHC Communications Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or 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 these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is August 4, 2017.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:
CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With Copy to:
CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: legal.interconnection@centurylink.com

To CLEC:
Mark Bunnell
VP of Regulatory
XYN Communications, LLC
8924 Spanish Ridge Ave
Las Vegas, Nevada 89148
Phone: 702-423-4372
Email: mark@xyncom.com

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Washington.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

XYN Communications, LLC

CenturyTel of Cowiche, Inc. d/b/a CenturyLink; CenturyTel of Inter Island, Inc. d/b/a CenturyLink; CenturyTel of Washington, Inc. d/b/a CenturyLink

DocuSigned by:
Shawn S. Sims
E5B1183D11F2449...

Signature

DocuSigned by:
Diane Roth
766DEF6A149A455...

Signature

Shawn S. Sims
Printed Name

Diane Roth
Printed Name

SVP Government Affairs
Title
6/20/2016

Director – Wholesale
Title
6/21/2016

Date

Date