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March 7, 2011

Via email

John Marks, Counsel
Halo Wireless Inc
3437 W. 7th St
Box 127
Fort Worth, TX 76107

Re: Notice of Request for Blocking of Traffic of Halo Wireless Inc. terminating to Mid-Missouri Telephone Company, made pursuant to the Missouri Enhanced Record Exchange Rule of the Missouri Public Service Commission.

Dear Mr. Marks:

Thank you for the conference call of February 24. Thank you also for your March 2 email response to my email of February 25. This letter is in furtherance of those discussions, and in response to your letter of February 22 to AT&T Missouri and myself on Mid-Missouri's behalf.

Mid-Missouri has decided to continue with its blocking request of February 14, 2011. Halo's actions indicate Mid-Missouri's interests will best be protected by blocking Halo Wireless (Halo) traffic. If Halo in writing requests interconnection agreement negotiations with Mid-Missouri before March 14, Mid-Missouri will drop its blocking request.

I disagree with the positions Halo has taken in these regards, and will set forth my disagreement here. If I don't respond to every detail of your correspondence that does not indicate agreement.

Halo adopted an interconnection agreement with AT&T Mo in June of 2010, as Halo was required to do in order to exchange reciprocal compensation traffic with Missouri's largest ILEC. Although Mid-Missouri is not as large as AT&T, Halo was obligated to do the same in order to exchange reciprocal traffic with Mid-Missouri. I note that § 3.1.3 of your agreement with AT&T Mo obligated Halo to enter into an agreement with Mid-Missouri before sending traffic to Mid-Missouri. If Halo had complied with its own contractual obligations, the current disputes would not have arisen.

Instead of complying with the law, and with an interconnection agreement approved by the State of Missouri, Halo sent Mid-Missouri terminating traffic without any notice or opportunity to develop the reciprocal compensation and exchange access arrangements required for these types of traffic. Mid-Missouri billed the correct exchange access rates for this traffic, the only compensation mechanism available to Mid-Missouri as Halo failed to obtain an agreement with Mid-Missouri as required by law. In response to Mid-Missouri's bill, Halo claims Mid-Missouri can't assess *any* charges to Halo because there is no agreement. Then Halo creates a backup argument that there is a "defacto" bill and keep agreement. It is apparent to me that Halo is interested in free use of Mid-

Missouri facilities while it attempts to avoid or delay its obligation to compensate.

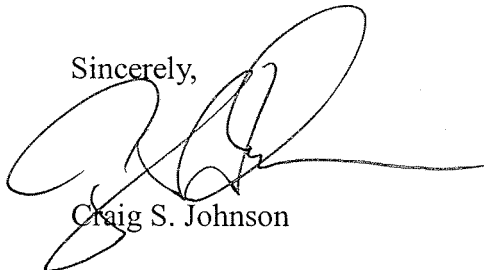
Missouri's Enhanced Record Exchange Rule was designed to protect terminating carriers such as Mid-Missouri from exactly this type of situation. By placing traffic on the LEC-to-LEC network, Halo has brought itself within the ambit of this rule, and within the jurisdiction of the State of Missouri via the Missouri Public Service Commission, and therefore is subject to having its traffic blocked. Missouri is entitled to enforce this Rule. 47 USC 251(d)(3). 47 USC 253.

Although FCC rules do contemplate "bill and keep" reciprocal compensation arrangements, there are three prerequisites that are not present here: (1) Mid-Missouri has not agreed to it; (2) there is no balance of traffic; and (3) the MoPSC has not approved it for use by Halo and Mid-Missouri.

Halo claims that Mid-Missouri's only recourse is to request Halo to negotiate. But in the same breath Halo attempts to impose artificial and dilatory constructs as to what Mid-Missouri must say in the interconnection request Halo invites Mid-Missouri to make. To be clear, Mid-Missouri has not requested interconnection agreement negotiations with Halo. Mid-Missouri has informed Halo that it can avoid the blocking request by requesting negotiations with Mid-Missouri to adopt or establish an interconnection agreement.

For the record, Mid-Missouri disagrees with Halo's constructs as to why Mid-Missouri must initiate the negotiation process, and what Mid-Missouri must say if Mid-Missouri chose to initiate them. Halo is the party guilty of establishing an indirect interconnection without Mid-Missouri's agreement, and sending traffic without agreement. There is no need for Mid-Missouri to specify the type of interconnection to address in the negotiations. Mid-Missouri is not required to specify which subsection of 47 USC 251 or 252 its request is made pursuant to. The FCC rule in 47 CFR 20.11(e) and the *T-Mobile* decision make it clear that an interconnection request triggers both sections 251 and 252. Mid-Missouri is not required to request that Halo "submit" to MoPSC arbitration jurisdiction now. The rule and *T-Mobile* decision make it clear that the term "submit" refers to a request for arbitration made during the arbitration window between the 135th and 160th days after an interconnection negotiation request.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig S. Johnson", written over the printed name.

Craig S. Johnson

cc: Todd Wessing
Bonnie Gerke
Sherre Campbell
John Van Eschen, Mgr. MoPSC Telecommunications Dept.
Bill Voight
Leo Bub