



April 29, 2004

Big River Telephone Company
Gerard J. Howe
CEO
24 S. Minnesota Ave.
Cape Girardeau, MO 63703

Subject: Big River Telephone Company's adoption of the Interconnection, Resale and Unbundling Agreement between Spectra Communications Group, LLC and Chariton Valley Telecom Corporation

Dear Mr. Howe:

SPECTRA COMMUNICATIONS GROUP, LLC ("SPECTRA") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), BIG RIVER TELEPHONE COMPANY ("BIG RIVER") wishes to adopt the terms of the Interconnection, Resale and Unbundling Agreement between SPECTRA and Chariton Valley Telecom Corporation ("Chariton Valley") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Case Number CK-2003-0104 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, BIG RIVER adopts the Terms of the Chariton Valley agreement for the provision of SPECTRA services for Interconnection, Resale and Unbundling and in applying the Terms, agrees that BIG RIVER shall be substituted in place of Chariton Valley in the Terms wherever appropriate.
2. BIG RIVER requests that notice to BIG RIVER as may be required under the Terms shall be provided as follows:

To: Big River Telephone Company
Manager - Contract Compliance
24 S. Minnesota Ave.
Cape Girardeau, MO 63703

Copy: Curtis, Heinz, Garrett & O'Keefe
Carl Lumley
130 S. Barnston, Suite 200
Clayton, MO 63105

SPECTRA requests that notice to SPECTRA as may be required under the Terms shall be provided as follows:

To: Spectra
Attn: Director Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
(318) 330-6148

Copy: Spectra
Attn: Director External Affairs
911 North Bishop, Suite C-207
Texarkana, TX 75501
(903) 792-3499

3. **BIG RIVER represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.**
4. **BIG RIVER'S adoption of the Chariton Valley Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the Chariton Valley Terms.**
5. **As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), SPECTRA does not provide the Terms to you as either a voluntary or negotiated agreement. BIG RIVER acknowledges that Spectra contends that the filing and performance by SPECTRA of the Terms does not in any way constitute a waiver by SPECTRA of any position as to the Terms or a portion thereof, nor does it constitute a waiver by SPECTRA 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 these Terms as a result of BIG RIVER'S 252(i) election.**
6. **Big River understands that pursuant to the FCC's ruling in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.**
7. **Big River understands that the Agreement as adopted shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority.**
8. **Big River understands that Spectra is not required to provide a particular interconnection, service or element where, in accordance with 47 CFR 51.809(h), (i) the costs of providing it would be greater than the cost of providing it to the carrier that originally negotiated the agreement, or (ii) it would not be technically feasible.**

9. Big River understands that when Non-Recurring charges applicable to Interconnection, Resale and Unbundling are specifically identified in the Agreement as being set forth in SPECTRA's local tariff, such rates apply without any discounts that may be described in the tariff.
10. Big River acknowledges that SPECTRA contends that by entering into the Agreement with Charlton Valley, SPECTRA did not waive its right to maintain at some point during the term of the Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

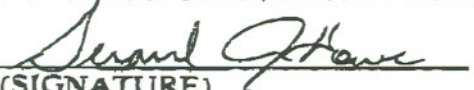

(SIGNATURE)

Susan K. Smith
(Print Name)

Director - Ext Affairs
(Print Title)

Reviewed and countersigned:

BIG RIVER TELEPHONE COMPANY


(SIGNATURE)

GERARD J HOWE
(Print Name)

CEO
(Print Title)