

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

PETITION OF SOCKET TELECOM, LLC FOR COMPULSORY ARBITRATION OF INTERCONNECTION AGREEMENTS WITH CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS, LLC PURSUANT TO SECTION 252(b)(1) OF THE TELECOMMUNICATIONS ACT OF 1996)))))))))	CASE NO. TO-2006-0299
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**INTERIM ARRANGEMENT ON COMBINATIONS AND EELs AND CASE
SCHEDULING AGREEMENT**

The parties to this Agreement are CenturyTel of Missouri, LLC (“CenturyTel”), Spectra Communications Group, LLC (“Spectra”), and Socket Communications, Inc. (“Socket”) (CenturyTel, Spectra, and Socket may be collectively referenced as “the Parties”).

SECTION 1. Interim Arrangement on Combinations and Enhanced Extended Links (“EELs”). The Parties agree that the following terms and conditions shall apply for the term of this Agreement:

a. CenturyTel Terms.

- 1.13 Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

- 1.14 Dedicated Transport - An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices.

- 1.20 At Socket’s request, CenturyTel shall provide Unbundled Network Elements to Socket in a manner required by law that allows Socket

to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at Socket's request, CenturyTel shall also provide Socket with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in CenturyTel's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at Socket's request, CenturyTel shall also combine for Socket any sequence of Unbundled Network Elements that CenturyTel "ordinarily combines" for itself or its end users. CenturyTel shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by CenturyTel or CenturyTel's end users where CenturyTel provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and CenturyTel will not have an obligation to provide the combination, if (1) CenturyTel does not provide services using such a combination of unbundled network elements; (2) where CenturyTel does provide services using such combination, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Missouri Public Service Commission does not require CenturyTel to provide as an unbundled network element.

2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible. If doing so is not possible, CenturyTel shall within 30 days from approval of this Agreement determine what new processes are necessary and shall develop and implement ordering processes as soon as reasonably possible, but no later than 60 days from the effective date of this Agreement. CenturyTel shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. The Parties will comply with any applicable Change Management guidelines; provided

however, that compliance with such Change Management guidelines shall not delay Socket's conversion request beyond the timeframe set forth above.

2.18.3 Except as agreed to by the parties, CenturyTel shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.3 prohibits CenturyTel from imposing early termination charges otherwise applicable under the state or federal special access tariff to Socket's termination of existing long-term contract(s) under which Socket is obtaining a discount.

2.18.4 Intentionally left blank.

2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to Socket's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.

2.18.6 CenturyTel shall convert wholesale services to a UNE or UNE combination if Socket would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.

2.18.6.1 This section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an CenturyTel service.

2.18.7 In requesting a conversion of an CenturyTel service, Socket must submit its orders in accordance with the agreed guidelines and ordering requirements provided by CenturyTel that are applicable to converting the particular CenturyTel service sought to be converted. CenturyTel shall begin billing Socket at the pricing

applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, Socket's submission of a complete and accurate LSR/ASR requesting the conversion.

2.18.8 Nothing in this Article or Agreement is intended to permit or permits Socket to supersede or dissolve any contract with CenturyTel related to services that might be affected by Section 2.18, including but not limited to, contracts under which Socket obtains discounted special access services. Socket may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

2.19 Commingling

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that Socket has obtained at wholesale from CenturyTel, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, CenturyTel will develop and implement processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, CenturyTel shall within 30 days of the effective date of this Agreement determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CenturyTel's implementation of Commingling beyond 90 days following approval of this Agreement by the Missouri Commission.

2.19.2 Except as prohibited or restricted, in Section 2 and, further, subject to the other provisions of this Agreement, CenturyTel shall permit Socket to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from CenturyTel to the extent required by FCC or Missouri Commission rules and orders.

2.19.3 Upon request, and subject to Section 2, CenturyTel shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that Socket has obtained at wholesale from CenturyTel (as well as requests where Socket also wants CenturyTel to complete the actual Commingling), except that CenturyTel shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) CenturyTel's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with CenturyTel's network. Socket may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and CenturyTel shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services

2.19.4 The Parties agree that the Commingled Product Set identified in this Article shall be available to Socket upon request as of the effective date of this Agreement. All other requests shall be made by Socket in accordance with the bona fide request (BFR) process set forth in this Article.

2.19.4 CenturyTel shall provide the following commingled arrangements. Items may added to this list by CenturyTel or through Bona Fide Request Process. Items may only be deleted from this list by mutual agreement of the Parties.

- UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
- UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux

- UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
- UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)
- UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service)
- Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport 10
- Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

2.19.4.2 Any Socket request for a Commingled Arrangement not found on the list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, when ordering Commingling or a Commingled Arrangement, Socket must designate among other things the UNE(s), combination of UNEs, and the facilities or services that Socket has obtained at wholesale from CenturyTel or another ILEC sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. CenturyTel shall take all reasonable steps to implement Socket's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to Socket's customer's service.

2.19.4.3 CenturyTel shall charge Socket the non-recurring and recurring rates applicable to the UNE(s), facilities or services that Socket has obtained at wholesale from CenturyTel. If any Commingling requested by Socket requires physical work to be performed by CenturyTel, and if an existing charge applies to that work, CenturyTel shall so inform Socket and, in such instance, CenturyTel shall charge Socket. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. CenturyTel's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect

to a BFR in which Socket requests CenturyTel to perform work not required by this Section 2.19.4, Socket shall be charged a market-based rate for any such work.

2.19.5 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any applicable CenturyTel tariff (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.

2.19.6 Nothing in this Agreement shall impose any obligation on CenturyTel to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit Socket to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the Missouri Commission or court decision, imposed by statute, or by FCC or Missouri Commission rule.

2.19.7 Where a Commingled Arrangement to be provided to Socket involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

2.19.8 Subject to this 2.19, CenturyTel shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.8.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from CenturyTel; or

2.19.8.2 Shares part of CenturyTel's network with access or wholesale services.

2.20 EELs Eligibility Requirements for Access to Certain UNEs

2.20.1 Notwithstanding anything in this Agreement to the contrary CenturyTel agrees to make available to Socket Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below.

CenturyTel shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with CenturyTel's network. CenturyTel shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order and in this Interim Agreement.

2.20.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20A.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by Socket at such a Socket collocation arrangement via a cross-connect.

2.20.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

2.20.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.

2.20A.2 CenturyTel shall not provide access to the High-Capacity Included Arrangements (Sections 2.20A.2.1 and 2.20A.2.2) unless

Socket satisfies all of the following conditions set forth in Section 2.20A.2.1 through 2.20A.2.4 for each High-Capacity Included Arrangement requested.

2.20A.2.1 Socket (directly and not via an Affiliate) has received state certification from the Missouri Commission to provide local voice service in the area being served.

2.20A.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.20A.2.2.1 Each circuit to be provided to each end user will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an CenturyTel local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, Socket will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.20A.2.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement, must have its own Local Telephone Number assignment, so that each fully-utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.20A.2.2.3 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit.

2.20A.2.2.4 Each circuit to be provided to each end user will terminate in a collocation arrangement governed by section 251(c)(6) at a CenturyTel central office within the same LATA as the end user's premises as specified in Section 2.20.3 of this Interim Agreement;

2.20A.2.2.5 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Interim Agreement;

2.20A.2.2.6 For each 24 DS1 EELs or other facilities having equivalent capacity, Socket will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Interim Agreement; and

Switching: Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

2.20.3 A collocation arrangement governed by section 251(c)(6) of the Act at a CenturyTel central office within the same LATA as the end user's premises meets the requirements of 2.20A.2.2.1.3

2.20.4 An interconnection trunk meets the requirements of Sections 2.20A.2.2.5 and 2.20A.2.2.6 of this Interim Agreement if Socket will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.

2.20.5 For a new circuit to which Section 2.20A.2 applies, Socket may initiate the ordering process if Socket certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.20A.2.2.1 and Section 2.20A.2.2.3, respectively. In such case, Socket shall satisfy Section 2.20A.2.2.1 and/or Section 2.20A.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after CenturyTel provisions such new circuit. Socket must provide CenturyTel with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20A.2. Socket shall not be excused from meeting the Section 2.20A.2.2.1 and Section 2.20A.2.2.2 requirements for existing circuits at the time it initiates the ordering process.

2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, Socket must certify to all of the requirements set out in Section 2.20A.2. Socket may provide this certification by sending a confirming letter to CenturyTel or by

completing a form provided by CenturyTel either on a single circuit or a blanket basis at Socket's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to CenturyTel that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, Socket may provide written notification to CenturyTel from time to time, or will provide in response to CenturyTel request made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20A.2. Socket must provide the certification required by this Section 2.20.6 on a form provided by CenturyTel, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. In lieu of a form provided by CenturyTel, Socket may use a form of its own until CenturyTel develops a form.

2.20.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), Socket shall update such certification promptly within 2 business days with CenturyTel.

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, CenturyTel may obtain and pay for an independent auditor to audit, on an annual basis, to determine Socket's compliance in Missouri with the conditions set out in Section 2.20.7 through 2.20.7.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon CenturyTel's written notice that an audit will be performed for Missouri, subject to Section 2.20.7.4 of this Section.

2.20.7.1 Intentionally Left Blank

2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Socket's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether Socket complied in all material respects with this Section 2.20.

2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.20.7.4 Should the independent auditor's report conclude that Socket failed to comply in all material respects with Section 2.20A, Socket must true-up any difference in payments paid to CenturyTel and the rates and charges Socket would have owed CenturyTel beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20A of this Interim Agreement is effective, Socket shall submit orders to CenturyTel to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which Socket receives a copy of the auditor's report and Socket shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following CenturyTel's acceptance of such order, unless Socket disputes the auditor's finding and initiates a proceeding at the Missouri Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which Socket fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, CenturyTel may initiate and effect such a conversion on its own without any further consent by Socket. Socket must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Conversion shall not create any unavoidable disruption to Socket's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to Socket for any work performed by CenturyTel unless Socket agrees to such charges in advance. Following conversion, Socket shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which Socket does not meet the Service Eligibility Requirements conditions set forth in this Section 2.20A for that UNE, arrangement, or circuit, as the case may be. Furthermore, if Socket disputes the auditor's finding and initiates a proceeding at

the Missouri Commission and if the Commission upholds the auditor's finding, Socket shall true-up the payments made at UNE rates and the payments it should have paid.

- 2.20.7.4.1 To the extent that the independent auditor's report concludes that Socket failed to comply in all material respects with the Service Eligibility Requirements Criteria, Socket shall reimburse CenturyTel for the actual cost of the independent auditor's work performed in auditing Socket's compliance with the Service Eligibility Requirements and for CenturyTel's necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that CenturyTel is required to pay Socket's costs under Section 2.20.7.4.2.
- 2.20.7.4.2 To the extent the independent auditor's report concludes that Socket complied in all material respects with the Service Eligibility Requirements Criteria, CenturyTel shall reimburse Socket for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).
- 2.20.7.5 Socket will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. Socket will maintain this documentation for the Term of the Agreement plus a period of two years.
- 2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Socket shall fully comply with this Section 2.20 in all cases and, further, the failure of CenturyTel to require such compliance, including if CenturyTel provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20A, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.20.9 Ordering for EEL(s) will be through submittal of an ASR from Socket to CenturyTel.

SECTION 2. Interim Rates Subject to True-up. For the term of this Agreement, the parties agree that the prices to be applied to the services, unbundled network elements (“UNEs”), or combinations of UNEs, including EELs, offered under Section 1 shall be priced as reflected in the Appendix-Pricing filed with Socket’s Petition for Arbitration of January 12, 2006. If the Commission ultimately approves permanent agreements among the parties in this Docket providing terms, conditions, and rates for the services, UNEs, or combinations of UNEs, including EELs, reflected in Section 1 of this Agreement, the Parties agree that the prices charged under this Agreement shall be “trued-up” to the final rates, and payments shall be made or credits given among the Parties to accomplish the reconciliation of the differences.

SECTION 3. Extension of Procedural Schedule. With the exception of the CenturyTel and Spectra Response date of February 7, 2006, the Parties agree to extend the deadline for final Commission decision under 47 U.S.C. §252(b)(4)(C) and 4 CSR 240-36.040(24) by approximately 40 days to June 16, 2006, and all interim dates correspondingly, and propose the following Procedural Schedule for the conduct of these proceedings:

<u>Event</u>	<u>Date</u>
CenturyTel & Spectra Responses	February 7, 2006
Negotiations	February 8-10, 2006
Joint DPL	February 21, 2006
Direct Testimony	March 21, 2006
Rebuttal Testimony (Simultaneous)	April 6, 2006
Final DPL, Final Offers, Witness Proposals	April 7, 2006
Hearing	April 11-14, 2006
Post-Hearing Briefs	April 28, 2006
Arbitrator’s Final Report	May 11, 2006
Comments on Final Report	May 22, 2006
Oral Argument Before the Commission	May 25, 2006
Deadline for Final Commission Decision	June 16, 2006

SECTION 4. Reservation of Rights. This Agreement may not be used as evidence in this Docket or any other proceeding of the merits of the provisions set forth herein or upon any other issue. The Parties expressly reserve the right to argue in this Docket or any other that any or all of the provisions of this Agreement do not comport with applicable law or should not be adopted as a matter of public policy.

SECTION 5. Effective Date; Term. This Agreement shall be effective upon filing as an Amendment to the Agreement between CenturyTel and Socket approved by the Commission by Order dated December 3, 2005, under Case No. TK-2006-0175. This Agreement is interim in nature, and with the exception of Section 2, pertaining to rates and true-up, and Section 4, pertaining to the reservation of rights, extends only until the date(s) on which the permanent agreements ultimately approved in this Docket become effective.

Respectfully submitted,

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

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ATTORNEYS FOR CENTURYTEL OF
MISSOURI, LLC and SPECTRA
COMMUNICATIONS GROUP, LLC

CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at gencounsel@psc.mo.gov), the Office of Public Counsel (at opcservice@ded.mo.gov), counsel for CenturyTel Missouri and Spectra (at lwdority@sprintmail.com), Susan Smith (at susan.smith@centurytel.com), Becky Powell (at becky.powell@centurytel.com), Arthur P. Martinez (at arthur.martinez@centurytel.com), and Calvin Simshaw (at calvin.simshaw@centurytel.com) on this the 10th day of February, 2006.

/s/ Carl J. Lumley
