

October 9, 2007

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

**Re: Big River Telephone Company, LLC's Section 252(i) request to adopt the Socket Telecom, LLC Interconnection Agreement between CenturyTel of Missouri, LLC and Socket Telecom, LLC**

Dear Mr. Howe:

CENTURYTEL OF MISSOURI, LLC ("CenturyTel") has received your letter stating that, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Big River Telephone Company, LLC ("BIG RIVER") wishes to adopt the terms of the attached Interconnection Agreement between CenturyTel and Socket Telecom, LLC that was approved by the Missouri Public Service Commission as an effective agreement in the State of Missouri in Docket Number TK-2006-0299 (hereinafter, "Socket Agreement"). Subject to the terms and provisions of this letter, CenturyTel will agree to permit BIG RIVER to adopt the terms of the Socket Agreement, and such adopted terms (this letter and the Socket Agreement collectively referred to as "MFN Terms") shall govern the relationship between CenturyTel and BIG RIVER in the State of Missouri as it relates to the subject matter of the MFN Terms. Please note the following with respect to your MFN Terms.

By your countersignature on this letter, you hereby represent and/or agree, as the case may be, to the following:

1. Except as set forth herein, BIG RIVER adopts the terms of the Socket Agreement for the provision of CenturyTel services for Interconnection, access to Unbundled Network Elements (UNEs) and/or the provision of CenturyTel services for resale. In applying the MFN Terms, BIG RIVER agrees that "Big River Telephone Company, LLC" or "BIG RIVER" shall be substituted in place of "Socket Telecom, LLC" or "Socket" in the Socket Agreement wherever appropriate.
2. BIG RIVER requests that any notices to BIG RIVER as may be required under Article III, Section 32 of the MFN Terms be provided as follows:

To: Big River Telephone Company, L.L.C.  
Jerry Howe  
24 S. Minnesota Ave.  
Cape Girardeau, MO 63703  
Telephone: 314-225-2203  
Facsimile: 314-225-2208  
E-mail: [jhowe@bigrivertelephone.com](mailto:jhowe@bigrivertelephone.com)

Copy: Curtis, Heinz, Garrett & O'Keefe  
Carl Lumley  
130 S. Bemiston, Suite 200  
Clayton, MO 63105  
Telephone: 314-725-8788  
Facsimile: 314-725-8789  
E-mail: [clumley@lawfirmemail.com](mailto:clumley@lawfirmemail.com)

CenturyTel requests that any notices to CenturyTel as may be required under Article III, Section 32 of the MFN Terms be provided as follows:

To: CenturyTel of Missouri, LLC  
Attention: Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203  
Telephone: 318-388-9000

Copy: Susan W. Smith  
Director – External Affairs  
911 N. Bishop Rd., C207  
Texarkana, TX 75501  
Telephone: 903-792-3499

In addition, BIG RIVER will be responsible for signing up for all other notifications from the CenturyTel website as well as providing required documentation as noted in the CenturyTel Service Guide.

3. BIG RIVER represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri and that the MFN Terms and/or its adoption of the terms of the Socket Agreement will cover services in the State of Missouri only.

4. The MFN Terms and/or BIG RIVER's adoption of the terms of the Socket Agreement shall become effective upon approval by the Missouri Public Service Commission ("Commission") and shall terminate pursuant to the termination provisions of the MFN Terms. More specifically, the MFN Terms shall terminate on October 12, 2009 which date is three (3) years from the Effective Date of the Socket Agreement ("Termination Date"). In no event shall the MFN Terms be effective beyond the Termination Date of the underlying Socket Agreement, except as otherwise provided in the terms of the Socket Agreement. Notwithstanding the foregoing, at BIG RIVER's request and at BIG RIVER's sole and exclusive risk, the Parties may commence operations pursuant to the MFN Terms pending approval of the MFN Terms and/or BIG RIVER's adoption of the terms of the Socket Agreement.

5. As the MFN Terms are being adopted by BIG RIVER pursuant to its statutory rights under Section 252(i) of the Act, CenturyTel does not provide the MFN Terms to BIG RIVER as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the MFN Terms does not in any way constitute a waiver by CenturyTel of any position as to the MFN Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of any rights and remedies it may have to seek review of the terms of the underlying Socket Agreement, or to seek review in any way of any provisions included in the MFN Terms as a result of BIG RIVER's Section 252(i) election.

6. CenturyTel expressly reserves any and all rights it may have to seek judicial review or an appeal of any term(s) of the Socket Agreement and, by extension, any term(s) of the MFN Terms. To the extent CenturyTel, Socket or both exercises its rights to seek judicial review or an appeal of any rate(s), term(s) and/or condition(s) of the Socket Agreement arbitrated in Case No. TK-2006-0299, and as a result of any such review or appeal, any state or federal regulatory body or court of competent jurisdiction invalidates, modifies or stays any rate(s), term(s) and/or condition(s) of the Socket Agreement, BIG RIVER and CenturyTel agree that they will conform the MFN Terms consistent with the action of such regulatory body or court of competent jurisdiction upon the written request of either BIG RIVER or CenturyTel. Upon receipt of such written notice, BIG RIVER and CenturyTel agree to immediately incorporate into the MFN Terms changes made to the Socket Agreement as a result of any such judicial review or appellate action. Where revised language is not immediately available, BIG RIVER and CenturyTel shall expend diligent efforts to incorporate the results of any such judicial review or appellate action into the MFN Terms on an interim basis, but shall conform the MFN Terms to the Socket Agreement once changes to the Socket Agreement are filed with the Commission. With respect to any written notices hereunder, any disputes between BIG RIVER and CenturyTel concerning the interpretations of the actions required or the provisions affected shall be resolved pursuant to the dispute resolution provisions set forth in the MFN Terms.

7. The MFN Terms are subject to the change-in-law provisions contained therein. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction subsequently invalidates, modifies or stays the enforcement or interpretation of laws, rules or regulations that were the basis or rationale for any rate(s), term(s) or condition(s) of the Socket Agreement or the MFN Terms, BIG RIVER and CenturyTel agree that they will conform the MFN Terms consistent with the action of such regulatory or legislative body or court of competent jurisdiction upon the written request of either BIG RIVER or CenturyTel. Upon receipt of such written notice, BIG RIVER and CenturyTel agree to immediately incorporate into the MFN Terms changes made to the Socket Agreement as a result of any such action by any state or federal regulatory or legislative body or court of competent jurisdiction. Where revised language is not immediately available, BIG RIVER and CenturyTel shall expend diligent efforts to incorporate the results of any such action into the MFN Terms on an interim basis, but shall conform the MFN Terms to the Socket Agreement once such changes to the Socket Agreement are filed with the Commission. With respect to any written notices hereunder, any disputes between BIG RIVER and CenturyTel concerning the interpretations of the actions required or the provisions affected shall be resolved pursuant to the dispute resolution provisions set forth in the MFN Terms.

8. By agreeing to the MFN Terms and/or BIG RIVER's adoption of the terms of the Socket Agreement, neither CenturyTel nor BIG RIVER waives, but instead both expressly reserve, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) (including, without limitation, its intervening change-in-law rights), relating to any issue(s) and/or any subject matter addressed by the MFN Terms, including any issue(s) and/or subject matter which currently may be the subject of pending administrative (Commission or FCC), legislative or judicial review.

9. Notwithstanding anything to the contrary in the MFN Terms (including amendments to the MFN Terms, if any), CenturyTel shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements, or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders.

10. CenturyTel reserves the right in the event it first proves to the Missouri Public Service Commission pursuant to 47 C.F.R. § 51.809 that either of the conditions (A) or (B) below exist, to discontinue the affected particular interconnection(s), service(s) or network element(s), in whole or in part, at any time, consistent with the Missouri Public Service Commission's findings of fact and conclusions of law:

(A) When the costs of providing the MFN Terms to BIG RIVER are greater than the costs of providing it to Socket;

(B) If the provision of the MFN Terms to BIG RIVER is not technically feasible.

In such event, BIG RIVER and CenturyTel will promptly commence negotiations under Section 252 of the Act for the purpose of implementing substitute provisions via amendment or an entirely new agreement.

11. Should BIG RIVER attempt to apply the MFN Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

12. With respect to the arbitration between Socket Telecom, LLC ("Socket") and CenturyTel Communications, LLC ("CenturyTel") Case No. TO-2006-0299, CenturyTel acknowledges that it interprets the Missouri Commission's arbitration order and, thus, the terms of the conforming interconnection agreement between Socket and CenturyTel as applying Bill-and-Keep to the exchange of Local Interconnection Traffic. CenturyTel interprets neither the Commission's arbitration order nor the interconnection agreement as requiring or applying reciprocal compensation for the exchange of such traffic.

13. By entering into this Agreement, CenturyTel's position that is not waiving its right to maintain that it is a rural telephone company entitled to exemption under 47 U.S.C. 251(f).

Subject to BIG RIVER's agreement to the terms in this letter, CenturyTel is willing to accept BIG RIVER's request to adopt the terms of the Socket Agreement. Please indicate your agreement to the terms and provisions of this letter by signing on the space provided below, and return it to the undersigned. Upon execution of this letter by both Parties, the MFN Terms will be submitted to the Commission for approval and will become effective following the date BIG RIVER's adoption is approved or is deemed to have been approved by the Commission under Section 252(e) of the Act.

Sincerely,

CENTURYTEL OF MISSOURI, LLC

By: Susan W. Smith

Name: Susan W. Smith

Title: Director- Ext. Affairs

Date: 10/9/2007

Reviewed and countersigned:

Big River Telephone Company, LLC

By: Gerard J. Howe

Name: GERARD J HOWE

Title: CEO

Date: 10/10/07