

May 15, 2007

Edward J. Cadieux
NuVox Communications of Missouri, Inc.
12400 Olive Blvd., Suite 430
St. Louis, Missouri 631411

Re: NuVox Communications of Missouri, Inc.'s Section 252(i) request to adopt the Socket Telecom, LLC Interconnection Agreement between CenturyTel of Missouri, LLC and Socket Telecom, LLC

Dear Mr. Cadieux:

CENTURYTEL OF MISSOURI, LLC ("CenturyTel") has received your letter stating that, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), NuVox Communications of Missouri, Inc. ("NUVOX") 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 not oppose NUVOX's adoption of 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 NUVOX 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 their signatures on this letter, NuVox and Century Tel hereby represent and/or agree, as the case may be, to the following:

1. Except as set forth herein, NUVOX 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, NUVOX agrees that "NuVox Communications of Missouri, Inc." or "NUVOX" shall be substituted in place of "Socket Telecom, LLC" or "Socket" in the Socket Agreement wherever appropriate.
2. NUVOX requests that any notices to NUVOX as may be required under Article III, Section 32 of the MFN Terms be provided as follows:

To: NuVox Communications of Missouri, Inc. Edward J. Cadieux 12400 Olive Blvd., Suite 430 St. Louis, Missouri 63141 Telephone: 636-537-5743 Facsimile: 636-733-5743 E-mail: ecadieux@nuvox.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
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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
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In addition, NUVOX 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. NUVOX 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 NUVOX'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 NUVOX's request and at NUVOX's sole and exclusive risk, the Parties may commence operations pursuant to the MFN Terms pending approval of the MFN Terms and/or NUVOX's adoption of the terms of the Socket Agreement.

5. As the MFN Terms are being adopted by NUVOX pursuant to its statutory rights under Section 252(i) of the Act, CenturyTel does not provide the MFN Terms to NUVOX 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 NUVOX'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, NUVOX 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 NUVOX or CenturyTel. Upon receipt of such written notice, NUVOX 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, NUVOX 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 and approved by the Commission. With respect to any written notices hereunder, any disputes between NUVOX 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, NUVOX 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 NUVOX or CenturyTel. Upon receipt of such written notice, NUVOX 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, NUVOX 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 and approved by the Commission. With respect to any written notices hereunder, any disputes between NUVOX 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 NUVOX's adoption of the terms of the Socket Agreement, neither CenturyTel nor NUVOX waives, but instead both expressly reserve, all of their 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 and Missouri Public Service Commission rules and associated regulatory and judicial orders.

10. Neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Terms constitute an agreement or waiver relating to the appropriate routing, treatment and/or compensation for Voice Over Internet Protocol (VOIP) traffic and/or traffic utilizing in whole or part Internet Protocol (IP) technology; rather, each Party expressly reserves any rights, remedies, and arguments it may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the*

Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

11. 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, consistent with the Missouri Public Service Commission's findings fact and conclusions of law:

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

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

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

12. Should NUVOX 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.

13. By entering into this Agreement, it is CenturyTel's position that it 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 NUVOX's agreement to the terms in this letter, CenturyTel is willing to accept NUVOX'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 NUVOX's adoption is approved or is deemed to have been approved by the Commission under Section 252(e) of the Act and applicable Commission rules.

Sincerely,

CENTURYTEL OF MISSOURI, LLC

By: 

Name: Susan W. Smith

Title: Director – External Affairs

Date: May 15, 2007

Reviewed and countersigned:

NuVox Communications of Missouri, Inc.

By: Edward J. Cadieux

Name: Edward J. Cadieux

Title: Senior Regulatory Counsel

Date: May 30, 2007
