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December 18, 2006

FILED⁴

DEC 18 2006

**Missouri Public
Service Commission**

Ms. Colleen M. Dale
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

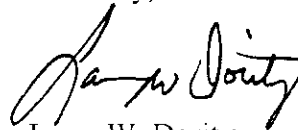
RE : Adoption of Interconnection Agreement Previously Approved by the Commission
Case No. TO-2006-0299
CenturyTel of Missouri, LLC / Missouri Network Alliance, LLC

Dear Ms. Dale:

Pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(4)(A), CenturyTel of Missouri, LLC ("CenturyTel") respectfully submits for filing with the Commission the attached Letter of Adoption setting forth the terms of Missouri Network Alliance, LLC's adoption of the Interconnection Agreement between CenturyTel of Missouri, LLC and Socket Telecom, LLC that was approved by the Commission in Case No. TO-2006-0299. In accordance with the referenced rule, the attachment reflects the signature page signed by both parties to the adoption, and the adoption shall be deemed approved on the date it is properly submitted as set forth in the rule.

Please contact me if you have any questions concerning this matter.

Sincerely,



Larry W. DORITY

Att:

cc: Susan W. Smith, CenturyTel
Max B. Huffman, Missouri Network Alliance, LLC
Carl Lumley, Counsel for MNA

November 28, 2006

Max B. Huffman
Missouri Network Alliance, LLC
9221 Ward Parkway, Suite 350
Kansas City, MO 64114

Re: Missouri Network Alliance, 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. Huffman:

CENTURYTEL OF MISSOURI, LLC ("CenturyTel") has received your letter stating that, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Missouri Network Alliance, LLC ("MNA") 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 MNA 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 MNA 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, MNA 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, MNA agrees that "Missouri Network Alliance, LLC" or "MNA" shall be substituted in place of "Socket Telecom, LLC" or "Socket" in the Socket Agreement wherever appropriate.
2. MNA requests that any notices to MNA as may be required under Article III, Section 32 of the MFN Terms be provided as follows:

To: Missouri Network Alliance, L.L.C. Copy: Curtis, Heinz, Garrett & O'Keefe
Max B. Huffman Carl Lumley
9221 Ward Parkway, Suite 350 130 S. Bemiston, Suite 200
Kansas City, MO 64114 Clayton, MO 63105
Telephone: 816-361-8821 Ext. 221 Telephone: 314-725-8788
Facsimile: 816-361-8848 Facsimile: 314-725-8789
E-mail: maxh@mnatele.com E-mail: clumley@lawfirm.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, MNA 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. MNA 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 MNA'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. Notwithstanding the foregoing, at MNA's request and at MNA's sole and exclusive risk, the Parties may commence operations pursuant to the MFN Terms pending approval of the MFN Terms and/or MNA's adoption of the terms of the Socket Agreement.

5. As the MFN Terms are being adopted by MNA pursuant to its statutory rights under Section 252(i) of the Act, CenturyTel does not provide the MFN Terms to MNA 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 MNA'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, MNA 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 MNA or CenturyTel. Upon receipt of such written notice, MNA 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, MNA 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 MNA 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, MNA 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 MNA or CenturyTel. Upon receipt of such written notice, MNA 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, MNA 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 MNA 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 MNA's adoption of the terms of the Socket Agreement, CenturyTel does not waive, but instead expressly reserves, 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. 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 to deny MNA's adoption of the Socket Agreement and/or application of the MFN Terms, in whole or in part, at any time:

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

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

12. Should MNA 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. The Parties acknowledge that by entering into this Agreement, CenturyTel 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 MNA's agreement to the terms in this letter, CenturyTel is willing to accept MNA'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 MNA'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 - External Affairs

Date: 11/28/06

Reviewed and countersigned:

Missouri Network Alliance, LLC

By: Max B. Hoffman

Name: Max B. Hoffman

Title: Chief Operating Officer

Date: 12/01/06