



June 2, 2005

Roger Baresel
Fulltel, Inc.
201 Robert S. Kerr – STE 210
Oklahoma City, OK 73102-4202

Subject: Fulltel Forecast Concerning Local Interconnection Trunks

Dear Mr. Baresel;

Fulltel has submitted a forecast for local interconnection trunks from CenturyTel of Missouri, LLC ("CenturyTel") in order to accommodate traffic between CenturyTel's customers in the Ava, Mansfield, Willow Springs and Gainesville local calling areas and any Fulltel customers that might be assigned numbers from the Fulltel NXXs. However, upon inquiry, it was determined that Fulltel would not be assigning these numbers to any customers located in the Ava, Mansfield, Willow Springs and Gainesville local calling areas. Rather, Fulltel intends to assign numbers to customers located in the Oklahoma City, OK area.

Traffic between CenturyTel customers in the Ava, Mansfield, Willow Springs and Gainesville local calling areas and Fulltel customers in the Oklahoma City, OK area would not be local traffic, instead it would be non-local interexchange traffic. Consequently there is no basis for local interconnection trunks as Fulltel does not appear to have, or plan to have any local customers. That is, the Fulltel customers would not be "local" to the CenturyTel customers as they would not be located in the same local calling area.

The local interconnection provisions of the interconnection agreement cover the provisioning of services only within CenturyTel's (the former Verizon) service territory. Since Fulltel will not be providing service to any customers physically located within such territory, the local interconnection provisions of the interconnection agreements simply do not apply.

The Agreement applies to the "service territory of Verizon," and the "adoption of the Verizon California Terms will only cover services in the service territory of Verizon in the state of Missouri." In addition, the Interconnection Agreement provides that, "The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined in Verizon's effective Customer Tariffs and in applicable Commission and FCC orders. . . . For purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope |

Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.” (See, Section 2.83, Interconnection Agreement).

The Parties agree that this definition of Reciprocal Compensation Traffic is adopted by the Parties in conjunction with their adoption of the provisions of this Agreement related to Interconnection Points (including, but not limited to, Section 7.1 of the Interconnection Attachment) and other network interconnection arrangements, and is intended to be integrally associated with and a part of such provisions.” Interconnection Agreement, Section 2.83.

The local calling area as defined in CenturyTel’s tariff, coupled with Fulltel’s confirmation that their customers would not be physically located within CenturyTel’s service territory, confirms that the requested trunking facilities would not be used for exchange of local traffic and local interconnection as contemplated by the subject interconnection agreements. Simply put, since Fulltel will not be providing service to customers within Verizon/CenturyTel’s service territory, the local interconnection aspects of the interconnection agreements do not apply. The interconnection agreement does not cover CenturyTel providing facilities to help Fulltel to provide services outside of CTL’s service territory.

Rather, because the traffic is interexchange in nature, CenturyTel will provision interexchange access trunks according to our approved access tariffs to Fulltel if Fulltel submits an ASR (Access Service Request).

If you have any questions, please contact me at (903)792-3499.

Sincerely,

Susan W. Smith
Director – External Affairs

Cc: Cal Simshaw
Larry Dority
Arthur Martinez
Guy Miller