



June 3, 2005

Susan Smith
Director, External Affairs
CenturyTel, Inc.
911 N. Bishop Rd., C207
Texarkana, TX 75503

Re: FullTel Request for Interconnection

Ms. Smith:

As you are aware, FullTel informed CenturyTel, on April 12, 2005, that FullTel would collocate with CenturyTel at 211 S. 3rd Street in Branson, Missouri, to establish FullTel's single point of interconnection in order to provide service, initially, in the neighboring areas of Ava, Mansfield, Willow Springs and Gainesville. After substantial delay, and correspondence between our two parties, it appears that CenturyTel will finally meet its obligation to provide the requested collocation.

However, in our interconnection conference call of June 2nd (which was itself unreasonably delayed), CenturyTel improperly demanded that FullTel establish multiple points of interconnection (POIs) – in each individual town – and asserted that the traffic to be exchanged is not local and does not qualify for single POI treatment. CenturyTel has furthermore claimed that it does not have sufficient facilities to meet the properly forecasted traffic volume **.

CenturyTel's positions are contrary to both applicable law and the parties' interconnection agreement. As such, FullTel must insist that CenturyTel comply with its obligations without further delay.

The Missouri Public Service Commission approved and confirmed FullTel's adoption of an interconnection agreement with CenturyTel of Missouri, by Orders dated December 21, 2004 and February 22, 2005. That agreement requires CenturyTel to provide interconnection with its network and to do so at a single POI. More specifically, the agreement states, at page 54, that each party "shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access," and that each party will "provide interconnection of their networks at any technically feasible point (the Point of Interconnection or "POI")." Applicable law confirms that FullTel is entitled to establish a single POI in each LATA [See, e.g., 47 U.S.C. § 251(c)(2); *MCImetro Access Transmission Services v. Bellsouth Telecommunications and North Carolina PUC*, 352 F.3d 872 (2003); *Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc., and AT&T Communications of Virginia, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection*

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Disputes with Verizon Virginia, Inc., and for Arbitration, [Consolidated] Memorandum Opinion and Order, CC Docket Nos. 00-218, 00-249 and 00-251, July 17, 2002 ("FCC Arbitration Order")]. As a result, FullTel must reject CenturyTel's demand that it establish multiple POIs in this very limited geographic area.

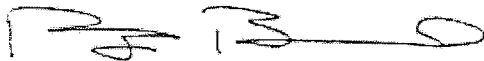
As to CenturyTel's unfounded assertion regarding traffic types, the interconnection agreement fails to support the distinction that CenturyTel now attempts to manufacture. Indeed, to the contrary, the agreement states that both local and ISP-bound traffic will be treated the same, specifying at page 54 that "[e]ach Party ("Originating Party"), *at its own expense*, shall provide for the delivery to the relevant IP of the other Party ("Receiving Party") *Reciprocal Compensation Traffic and ISP-bound Traffic*]." The agreement further states, at page 67, that "ISP-bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC regulations" (which treat local and ISP-bound traffic the same for IP purposes), and at page 68 that "[t]he IP of a Party ("Receiving Party") for ISP-bound Traffic delivered to the Receiving Party by the other Party *shall be the same* as the IP of the Receiving Party for Reciprocal Compensation Traffic]." Again, applicable law also eviscerates the distinction CenturyTel is attempting to create (*See, e.g., 47 C.F.R. § 51.703; MCI Metro v. Bellsouth*, 352 F.3d 872; *FCC Arbitration Order*).

Finally, the agreement and applicable law both require that CenturyTel provide sufficient facilities to enable CenturyTel to meet its fundamental obligation to interconnect with FullTel, and deliver CenturyTel-originated traffic to the FullTel point of interconnection. (*See, e.g., 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305; Interconnection Attachment, interconnection agreement pages 54-79*).

CenturyTel's attempt to stonewall FullTel's lawful right to interconnect with CenturyTel, at a single POI, is unacceptable. FullTel has asserted its lawful right to interconnection, and fully expects that CenturyTel will provide such interconnection in accordance with applicable law and the parties' interconnection agreement.

It is our anticipation that CenturyTel will provide the requested interconnection without further delay, and I would appreciate your immediate, written confirmation of that fact.

Sincerely,



Roger P. Baresel
President, FullTel, Inc.

cc: John Van Eschen, Director, Telecommunications Department, Missouri PSC
Bill Voight, Telecommunications Department, Missouri PSC
Mark Comley, Esq.
Andrew M. Klein, Esq.