



May 10, 2006

Ozark Telecom, LLC  
ATTN: John Noakes  
3201 North highway 63  
West Plains MO, 65775

**Re: Ozark Telecom, LLC's adoption of the terms of the Interconnection Agreement between Spectra Communications Group, LLC and CD Telecommunications, LLC.**

Dear Mr. Noakes:

SPECTRA COMMUNICATIONS GROUP, LLC ("SPECTRA") has received your notice stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), OZARK TELECOM, LLC, d/b/a Ozarks Media Network and Internet LLC ("OMNI") wishes to adopt the terms of the attached Interconnection Agreement between SPECTRA and CD Telecommunications, LLC ("CD") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Docket Number TK-2006-0125 (the "Terms"). Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below and as specified in the attached Addendum, OMNI adopts the Terms of the CD agreement for the provision of SPECTRA services for Interconnection and in applying the Terms, agrees that OMNI shall be substituted in place of CD in the Terms wherever appropriate.
2. OMNI requests that notice to OMNI as may be required under the Terms shall be provided as follows:

If to OMNI: Ozark Telecom, LLC  
ATTN: John Noakes  
3201 North highway 63  
West Plains MO, 65775  
Telephone: 417-257-8823  
Mobile: 417-293-6707  
Fax: 417-257-7874  
Email : [regcom@3omni.com](mailto:regcom@3omni.com)

SPECTRA requests that notice to SPECTRA as may be required under the Terms shall be provided as follows:

To: Spectra Communications Group, LLC	Copy: Susan W. Smith
Attention: Carrier Relations	Director – External Affairs
100 CenturyTel Drive	911 N. Bishop Rd., C207
Monroe, LA 71203	Texarkana, TX 75501
Telephone: 318-388-9000	Telephone: 903-792-3499

3. OMNI represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri and that its adoption of the Terms will cover services in the State of Missouri only.
4. OMNI's adoption of the CD Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the Terms. Agreement shall be for a period of two (2) years from the CD Effective Date of November 20, 2005, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). Notwithstanding the above, the Parties may commence operations pursuant to the Terms pending approval of this Agreement by the Commission at OMNI's request and sole and exclusive risk.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), SPECTRA does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by SPECTRA of the Terms does not in any way constitute a waiver by SPECTRA of any position as to the Terms or a portion thereof, nor does it constitute a waiver by SPECTRA of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of OMNI's 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

8. SPECTRA reserves the right to deny OMNI's adoption and/or application of the Terms, in whole or in part, at any time:
- (A) When the costs of providing the Terms to OMNI are greater than the costs of providing it to CD;
  - (B) If the provision of the Terms to OMNI is not technically feasible; or
  - (C) When Non-Recurring charges applicable to Resale are in SPECTRA's local tariff, rates apply without discount.
9. Should OMNI attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, SPECTRA reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that by entering into this Agreement, SPECTRA is not waiving its right to maintain that it is a rural telephone company entitled to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

By: Susan W. Smith

Name: Susan W. Smith

Title: Director – External Affairs

Date: 5/10/06

Reviewed and countersigned:

OZARK TELECOM, LLC

By: John E. Noakes

Name: John E. Noakes

Title: President

Date: 5/30/06

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