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James M. Fischer  
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September 13, 2007

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

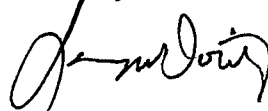
RE : Adoption of Interconnection Agreement Previously Approved by the Commission  
**Case No. TO-2006-0299**  
**Spectra Communications Group, LLC / Mercury Voice and Data Company**

Dear Ms. Dale:

Pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513(4)(A), Spectra Communications Group, LLC ("Spectra") respectfully submits for filing with the Commission the attached Letter of Adoption setting forth the terms of Mercury Voice and Data Company's adoption of the Interconnection Agreement between Spectra Communications Group, 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.

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

Sincerely,



Larry W. Dority

Att:

cc: Susan W. Smith, CenturyTel

June 7, 2007

Kevin Brown  
Mercury Voice and Data Company  
825 Edmond Street  
St. Joseph, MO 64501

**Re: Mercury Voice and Data Company's Section 252(i) request to adopt the Socket Telecom, LLC Interconnection Agreement between Spectra Communications Group, LLC and Socket Telecom, LLC**

Dear Mr. Brown:

SPECTRA COMMUNICATIONS GROUP, LLC ("Spectra") has received your letter stating that, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Mercury Voice and Data Company ("MERCURY") wishes to adopt the terms of the attached Interconnection Agreement between Spectra 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, Spectra will agree to permit MERCURY 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 Spectra and MERCURY 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, MERCURY adopts the terms of the Socket Agreement for the provision of Spectra services for Interconnection, access to Unbundled Network Elements (UNEs) and/or the provision of Spectra services for resale. In applying the MFN Terms, MERCURY agrees that "Mercury Voice and Data Company" or "MERCURY" shall be substituted in place of "Socket Telecom, LLC" or "Socket" in the Socket Agreement wherever appropriate.
2. MERCURY requests that any notices to MERCURY as may be required under Article III, Section 32 of the MFN Terms be provided as follows:

To: Mercury Voice and Data Company Copy:  
Kevin Brown  
Director of Engineering  
825 Edmond Street  
St. Joseph, MO 64501  
Telephone: 816-994-7005  
Facsimile: 816-994-7009  
E-mail: [kbrown@npgco.com](mailto:kbrown@npgco.com)

Spectra requests that any notices to Spectra as may be required under Article III, Section 32 of the MFN Terms 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

In addition, MERCURY 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. MERCURY 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 MERCURY'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 MERCURY's request and at MERCURY's sole and exclusive risk, the Parties may commence operations pursuant to the MFN Terms pending approval of the MFN Terms and/or MERCURY's adoption of the terms of the Socket Agreement.

5. As the MFN Terms are being adopted by MERCURY pursuant to its statutory rights under Section 252(i) of the Act, Spectra does not provide the MFN Terms to MERCURY as either a voluntary or negotiated agreement. The filing and performance by Spectra of the MFN Terms does not in any way constitute a waiver by Spectra of any position as to the MFN Terms or a portion thereof, nor does it constitute a waiver by Spectra 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 MERCURY's Section 252(i) election.

6. Spectra 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 Spectra, 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, MERCURY and Spectra 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 MERCURY or Spectra. Upon receipt of such written notice, MERCURY and Spectra 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, MERCURY and Spectra 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 MERCURY and Spectra 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, MERCURY and Spectra 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 MERCURY or Spectra. Upon receipt of such written notice, MERCURY and Spectra 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, MERCURY and Spectra 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 MERCURY and Spectra 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 MERCURY's adoption of the terms of the Socket Agreement, Spectra 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), Spectra 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. Spectra reserves the right to deny MERCURY'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 MERCURY are greater than the costs of providing it to Socket;

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

12. Should MERCURY attempt to apply the MFN Terms in a manner that conflicts with the provisions set forth herein, Spectra reserves its rights to seek appropriate legal and/or equitable relief.

13. 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).

Subject to MERCURY's agreement to the terms in this letter, Spectra is willing to accept MERCURY'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 MERCURY's adoption is approved or is deemed to have been approved by the Commission under Section 252(e) of the Act.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

By: Susan W. Smith

Name: Susan W. Smith

Title: Director - External Affairs

Date: June 7, 2007

Reviewed and countersigned:

MERCURY VOICE AND DATA COMPANY

By: Kevin A. Brown

Name: Kevin Brown

Title: Director of Engineering

Date: 6/25/07