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James M. Fischer
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January 4, 2007

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

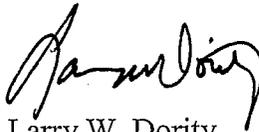
RE : Adoption of Interconnection Agreement Previously Approved by the Commission
Case No. TK-2004-0499
CenturyTel of Missouri, LLC / TMP Corp.

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 with Attachments setting forth the terms of TMP Corp.'s adoption of the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Missouri, LLC and WWC License, LLC that was approved by the Commission in Case No. TK-2004-0499. 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

August 26, 2006

Craig Freeman
Director of Wireless Operations
TMP Corp.
405 Emminga Rd.
Golden, IL 62339

Dear Mr. Freeman:

CENTURYTEL OF MISSOURI, LLC ("CENTURYTEL") has received your request stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), TMP Corp. ("TMP") wishes to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between CENTURYTEL and WWC License LLC ("WWC") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Case Number TK-2003-0306 (the "Terms"). This letter shall confirm that you have a copy of 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, TMP adopts the Terms of the WWC agreement for interconnection with CenturyTel and in applying the Terms, agrees that TMP shall be substituted in place of WWC in the Terms wherever appropriate.
2. TMP requests that notice to TMP as may be required under the Terms shall be provided as follows:

To: TMP Corp.
Attn: Craig Freeman
Director of Wireless Operations
405 Emminga Rd.
Golden, IL 62339
Telephone: 217-696-4411
Fax Number: 217-696-4811
Email: freeman@simmetrypcs.com

CenturyTel requests that notice to CenturyTel as may be required under the terms shall be provided as follows:

To: CenturyTel
Attn: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
318-340-5257

Copy: CenturyTel
Attn: Director External Affairs
911 North Bishop, Suite C-207
Texarkana, TX 75501
903-792-3499

3. **TMP represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.**
4. TMP adoption of the WWC Terms shall become effective upon CenturyTel's filing of this letter with the Missouri Public Service Commission and shall terminate pursuant to the WWC Terms. The WWC agreement is currently scheduled to expire on 2-12-07.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel 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 TMP 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier 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. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the WWC agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
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. CenturyTel reserves the right to deny any TMP'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 TMP are greater than the costs of providing it to WWC;
 - (B) if the provision of the Terms to TMP is not technically feasible; and/or to the extent TMP already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption); and
9. Should TMP attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that CenturyTel is entitled to maintain that it is a rural telephone company [as defined in 47 U.S.C. 153 as provided by 47 U.S.C. 251(f)]. By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C, 251(f).
11. The specific compensation arrangements set forth in this Agreement for Local Traffic are not applicable to Non Local (Inter-MTA) described in Sections 7. TMP will provide compensation to CenturyTel for all Inter-MTA Traffic originated and terminated on the network of CenturyTel according to the terms and conditions of CenturyTel's applicable federal and state access tariffs that apply to access usage. Because CenturyTel cannot determine the location of TMP's mobile end users at the time a call is made and consequently whether traffic originated on the network of CenturyTel is Intra-MTA or Inter-MTA, CenturyTel will switch traffic to TMP described in Section 7 over the same trunk group facilities used for traffic described in Section 3. For the combined traffic described in Sections 3 and 7, TMP and CenturyTel will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Local Traffic reflective of actual nature of the traffic. The Parties recognize the Inter-MTA Traffic may be both Interstate and Intrastate in nature. For the Inter-MTA Traffic, the Parties will develop mutually acceptable percent Interstate and Intrastate factors. The percentages are specified herein Attachment 1. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement.

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,

CENTURYTEL OF MISSOURI, LLC

Susan W. Smith
(Signature)

Susan W. Smith
(Print Name)

Director – External Affairs
(Print Title)

8/26/2006
(Date)

Reviewed and countersigned:

TMP Corp.

Craig M. Freeman
(Signature)

CRAIG M. FREEMAN
(Print Name)

Dir. Wireless Ops.
(Print Title)

9/15/06
(Date)

ATTACHMENT 1

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Attachment I are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

1. Interconnection Facilities Appropriate tariff.

2. Traffic Factor

Land-to-Mobile	.30
Mobile-to-Land	.70

3. Local Network Usage

Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

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Rate per terminated MOU ¹	\$ 0.012 per minute of use
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Local Tandem Switching²

Tandem switching	\$ 0.008562 per minute of use
Local transport	
Termination	\$ 0.0012910 per minute of use
Facility	\$ 0.0002620 per minute per mile

4. Interconnection arrangement to be determined by TMP and CenturyTel.

- 1 This rate is a combined transport and termination rate applicable to traffic exchanged between the parties as described in Paragraph 3.1.

- 2 CENTURYTEL may provide transiting of local traffic which is tandem switched and transported by CenturyTel on behalf of TMP to a non-CENTURYTEL end office that subtends the CENTURYTEL tandem switch. CENTURYTEL will be compensated for this transit function at the Local Tandem switching, Transport termination, and transport facility rates.