

# CENTURYTEL INC

## FORM 8-K

(Unscheduled Material Events)

Filed 2/15/2005 For Period Ending 2/14/2005

Address	P O BOX 4065 100 CENTURYTEL DR MONROE, Louisiana 71203
Telephone	318-388-9000
CIK	0000018926
Industry	Communications Services
Sector	Services
Fiscal Year	12/31

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities  
Exchange Act of 1934

**Date of Report**  
(Date of Earliest Event Reported)

February 14, 2005

*Commission file number 1-7784*

**CENTURYTEL, INC.**  
(Exact name of Registrant as specified in its charter)

Louisiana  
(State or other jurisdiction of  
incorporation or organization)

72-0651161  
(IRS Employer  
Identification No.)

100 CenturyTel Drive, Monroe, Louisiana  
(Address of principal executive offices)

71203  
(Zip Code)

Registrant's telephone number, including area code - (318) 388-9000

**Item 8.01 Other Events**

On February 14, 2005, we completed our previously-announced public sale of \$350 million aggregate principal amount of 5% Senior Notes, Series M, due 2015. On February 15, 2005, we completed our previously-announced remarketing of approximately \$460 million aggregate principal amount of Senior Notes, Series J, due 2007, and, in connection therewith, we purchased approximately \$399 million of such Series J Notes. The net effect of these transactions reduced our total indebtedness by approximately \$49 million. For additional information, please see our press releases dated February 9, 2005 and February 11, 2005 and certain other related transaction documents listed below in Item 9.01 as exhibits.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits

1.1 Underwriting Agreement, dated February 9, 2005, by and among us and the underwriters named therein, relating to the sale of our 5% Senior Notes, Series M, due 2015

1.2 Price Determination Agreement, dated February 9, 2005, by and among us and the underwriters named therein, relating to the sale of our 5% Senior Notes, Series M, due 2015

1.3 Remarketing Agreement, dated as of February 2, 2005, by and among us and the remarketing agents named therein, relating to the remarketing of our Senior Notes, Series J, due 2007

1.4 Supplemental Remarketing Agreement, dated as of February 2, 2005, by and among us and the remarketing agents named therein, relating to the remarketing of our Senior Notes, Series J, due 2007

4.1 Third Supplemental Indenture, dated as of February 14, 2005, by and among us and Regions Bank, as trustee, establishing the terms of our 5% Senior Notes, Series M, due 2015

4.2 Form of our 5% Senior Notes, Series M, due 2015  
(included in Exhibit 4.1 above)

99.1 Press Release dated February 9, 2005, relating to the sale of our 5% Senior Notes, Series M, due 2015

99.2 Press Release dated February 11, 2005, relating to the remarketing of our Senior Notes, Series J, due 2007

### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed by the undersigned hereunto duly authorized.

#### **CenturyTel, Inc.**

By: */s/ Neil A. Sweasy*

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*Neil A. Sweasy*

*Vice-President and Controller*

*Dated: February 15, 2005*

**EXECUTION COPY**

**CENTURYTEL, INC.**

**\$350,000,000 5.00% Senior Notes, Series M, due 2015**

**UNDERWRITING AGREEMENT**

February 9, 2005

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.

SunTrust Capital Markets, Inc.

Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

c/o Banc of America Securities LLC  
9 West 57th Street  
New York, New York 10019

J.P. Morgan Securities Inc.  
270 Park Avenue  
New York, New York 10017

Lehman Brothers Inc.  
745 Seventh Avenue  
New York, New York 10019

Ladies and Gentlemen:

CenturyTel, Inc., a Louisiana corporation (the "Company"), proposes to issue and sell to you (individually, an "Underwriter" and collectively, the "Underwriters") an aggregate of \$350,000,000 principal amount of the Company's 5.00% Senior Notes, Series M, due 2015 (the "Securities") to be issued pursuant to an Indenture dated as of March 31, 1994, between the Company and Regions Bank (successor-in-interest to First American Bank & Trust of Louisiana and Regions Bank of Louisiana), as trustee (the "Trustee"), as supplemented by supplemental indentures thereto, including the Third Supplemental Indenture (the "Supplemental Indenture") dated as of February 14, 2005 (the "Indenture").

The purchase price for the Securities to be paid by the Underwriters shall be agreed upon by the Company and the Underwriters and such agreement shall be set forth in a separate written instrument substantially in the form of Exhibit A hereto (the "Price Determination Agreement"). The Price Determination Agreement may take the form of an exchange of any standard form of written communication among the Company and the Underwriters and shall specify such applicable information as is indicated in Exhibit A hereto. The offering of the Securities will be governed by this Agreement, as supplemented by the Price Determination Agreement. From and after the date of the execution and delivery of the Price Determination Agreement, this Agreement shall be deemed to incorporate, and, unless the context otherwise indicates, all references contained herein or in the exhibits hereto to "this Agreement", the "Underwriting Agreement" and to the phrase "herein" shall be deemed to include the Price Determination Agreement.

The Company confirms as follows its agreements with the several Underwriters.

1. Agreement to Sell and Purchase. (a) On the basis of the representations, warranties and agreements of the Company herein contained and subject to all the terms and conditions of this Agreement, the Company agrees to sell to each of the Underwriters, and the Underwriters agree, severally and not jointly, to purchase from the Company, the principal amount of the Securities set forth opposite the name of such Underwriter in Schedule I hereto, plus such additional principal amount of Securities which any Underwriter may become obligated to purchase pursuant to Section 7 hereof, all at the purchase price, to be agreed upon by the Underwriters and the Company in accordance with Section 1(b) and as set forth in the Price Determination Agreement.

(b) The purchase price for the Securities to be paid by the several Underwriters shall be agreed upon and set forth in the Price Determination Agreement, which shall be dated the Execution Date (as hereinafter defined), and a Final Prospectus (as hereinafter defined) containing such

pricing information shall be filed pursuant to 424(b) under the Securities Act of 1933, as amended (the "Act").

2. **Delivery and Payment.** Delivery of the Securities shall be made to the Underwriters for the account of each Underwriter in book-entry form through the facilities of The Depository Trust Company ("DTC") against payment of the purchase price therefor by such Underwriter or on its behalf therefor by wire transfer in same day funds to the Company or its order at the office of Pillsbury Winthrop LLP, New York, New York or at such other location as the parties may agree. Such payment shall be made at 10:00 a.m., New York City time, on the third business day following the date of this Agreement or at such time on such other date, not later than five business days after the date of this Agreement, as may be agreed upon by the Company and the Underwriters (such date is hereinafter referred to as the "Closing Date").

The Securities to be purchased by each Underwriter hereunder will be represented by one or more registered global Securities in book-entry form, which will be deposited by or on behalf of the Company with DTC or its designated custodian. The certificates for the Securities will be made available for examination and packaging by Banc of America Securities LLC, J.P. Morgan Securities Inc. and Lehman Brothers Inc. (the "Representatives") in New York City not later than 10:00 a.m. (New York City time) on the business day prior to the Closing Date.

The cost of original issue tax stamps, if any, in connection with the issuance and sale of the Securities by the Company to the respective Underwriters shall be borne by the Company. The Company will pay and save each Underwriter and any subsequent holder of the Securities harmless from any and all liabilities with respect to or resulting from any failure or delay in paying federal and state stamp and other issuance taxes, if any, which may be payable or determined to be payable in connection with the original issuance or sale to such Underwriter of the Securities.

3. **Representations and Warranties of the Company.** The Company represents and warrants to the several Underwriters as of the date hereof and as of the Closing Date, and covenants with the several Underwriters, that:

(a) The Company meets the requirements for use of Form S-3. A registration statement (Registration No. 333-84276) on Form S-3 relating to the registration of \$3 billion of various securities described in the Basic Prospectus (as hereinafter defined), including the Securities and the offering thereof from time to time in accordance with Rule 415 under the Act, including a Basic Prospectus and such amendments to such registration statement as may have been required to the date of this Agreement, has been (i) prepared by the Company under the provisions of the Act, and the rules and regulations thereunder (collectively referred to as the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission"); (ii) filed with the Commission; and (iii) declared effective by the Commission; and, prior to the offer and sale of the Securities, \$2 billion aggregate offering price of securities remains unsold under the Registration Statement. No stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued under the Act and no proceedings for that purpose have been instituted or threatened by the Commission, and any request on the part of the Commission for additional information has been complied with by the Company. Copies of such registration statement and amendments, if any, and of any Preliminary Prospectus (as hereinafter defined) used by the Company have been delivered or made available to the Underwriters. The offering of the Securities is a Delayed Offering (as hereinafter defined) and, although the Basic Prospectus may not include all the information with respect to the Securities and the offering thereof required by the Act and the Rules and Regulations to be included in the Final Prospectus, such Basic Prospectus includes all such information required by the Act and the Rules and Regulations to be included therein as of the date the Registration Statement initially became effective. The Company will file the Final Prospectus in accordance with Rule 424(b) of the Rules and Regulations. As filed, the Final Prospectus shall include all required information with respect to the Securities and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Date or, to the extent not completed at the Execution Date, shall contain such specific additional information and other changes (beyond that contained in such Basic Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Date.

The term "Registration Statement" means the registration statement of the Company, Registration No. 333-84276, referred to in the immediately preceding paragraph, as amended or supplemented to the date hereof, including financial statements and other documents incorporated by reference therein and all exhibits, each as amended, and, in the event any post-effective amendment to such registration statement becomes effective prior to the Execution Date, shall also mean such registration statement as so amended. The term "Effective Date" means the later of the date the Registration Statement initially became effective, the date that any post-effective amendment or amendments thereto became or become effective or the date of the filing of the Company's most recent Annual Report on Form 10-K. The term "Execution Date" means the date that this Agreement is executed and delivered by the parties hereto, as reflected on the first page hereof. The term "Basic Prospectus" means the prospectus contained in and forming a part of the Registration Statement as of the date the Registration Statement initially became effective, including documents incorporated or documents deemed to be incorporated therein. In the event that (i) the Basic Prospectus shall have been amended, revised or supplemented (but excluding supplements to the Basic Prospectus relating solely to securities other than the Securities) on or prior to the Execution Date or (ii) the Company shall have filed documents pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the time the Registration Statement became effective and on or prior to the Execution Date (but excluding documents incorporated therein by reference relating solely to securities other than the Securities) which are deemed to be incorporated by reference in the Basic Prospectus pursuant to Item 12 of Form S-3, the term "Basic Prospectus" as used herein shall also mean such prospectus as so amended, revised or supplemented and reflecting such incorporation by reference. The term "Preliminary Prospectus" means any preliminary prospectus supplement which describes the Securities and the offering thereof and is used prior to the filing of the Final Prospectus, together with the Basic Prospectus. The term "Final Prospectus" means the prospectus supplement relating to the Securities as first filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations after the Execution Date, together with the Basic Prospectus. The term "Delayed Offering" means an offering of securities pursuant to Rule 415 under the Rules and Regulations which does not commence promptly after the effective date of a registration statement. For purposes of this Agreement, the words "amend," "amendment," "amended," "supplement" or "supplemented" with respect to the Registration Statement or the Final Prospectus shall mean (i) amendments or supplements to the Registration Statement or the Final Prospectus and (ii) documents deemed to be incorporated by reference in to the Final Prospectus, in each case filed with the Commission or sent to prospective purchasers of the

Securities after the Execution Date and prior to the completion of the distribution of the Securities; and all references in this Agreement to financial statements and schedules and other information which is "contained," "set forth," "included" or "stated" (or other references of like import) in the Registration Statement or the Final Prospectus shall be deemed to mean and include all such financial statements and schedules and other information that is incorporated by reference in the Registration Statement or the Final Prospectus.

(b) On the Effective Date, the Registration Statement did and when any Preliminary Prospectus and the Final Prospectus is or was first filed with the Commission pursuant to Rule 424(b), the Final Prospectus (and any supplement thereto), including the financial statements included or incorporated by reference in the Final Prospectus, will or did comply in all material respects with the applicable provisions of the Act, the Rules and Regulations, the Exchange Act, the rules and regulations thereunder (the "Exchange Act Rules and Regulations"), the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations thereunder (the "Trust Indenture Act Rules and Regulations") and will contain all information required to be included therein in accordance with the Act, the Rules and Regulations, the Exchange Act and the Exchange Act Rules and Regulations. On the Effective Date, the Registration Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the date the Final Prospectus (together with any supplement thereto) is first filed with the Commission pursuant to Rule 424(b) and at the Closing Date, the Final Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date that any Preliminary Prospectus is delivered to the Underwriters for their use in connection with the marketing of the Securities, such Preliminary Prospectus did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The foregoing representations and warranties in this Section 3(b) do not apply to any statements or omissions made in reliance on and in conformity with information furnished in writing to the Company by an Underwriter specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto). On the Effective Date, the date the Final Prospectus is first filed with the Commission pursuant to Rule 424(b), and at all subsequent times to and including the Closing Date, the Indenture did or will comply with all applicable provisions of the Trust Indenture Act and the Trust Indenture Act Rules and Regulations.

(c) The documents which are incorporated by reference in the Basic Prospectus, any Preliminary Prospectus and the Final Prospectus or from which information is so incorporated by reference, when they became effective or were filed with the Commission, as the case may be, complied in all material respects with the requirements of the Act, the Rules and Regulations, the Exchange Act or the Exchange Act Rules and Regulations, as applicable; and any documents so filed and incorporated by reference subsequent to the Execution Date shall, when they are filed with the Commission, conform in all material respects with the requirements of the Act, the Rules and Regulations, the Exchange Act or the Exchange Act Rules and Regulations, as applicable.

(d) Each of the Company and each of its subsidiaries listed on Schedule II hereto (the "Subsidiaries") is, and at the Closing Date will be, a corporation, limited liability company or partnership duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of the Company and each of the Subsidiaries has, and at the Closing Date will have, full power and authority to conduct all the activities conducted by it, to own or lease all the assets owned or leased by it and to conduct its business as described in the Registration Statement and the Final Prospectus. Each of the Company and each of the Subsidiaries is, and at the Closing Date will be, duly licensed or qualified to do business and in good standing as a foreign corporation or limited liability company in all jurisdictions in which the nature of the activities conducted by it or the character of the assets owned or leased by it makes such licensing or qualification necessary except where the failure to be so qualified or licensed would not have a material adverse affect on the business, properties, business prospects, condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole (a "Material Adverse Affect"). For purposes of this Agreement, "subsidiaries" shall mean (a) the Company's direct and indirect majority-owned corporate subsidiaries (b) the Company's direct and indirect majority owned limited liability companies and (c) the partnerships, joint ventures and other entities of which the Company or any subsidiary is the majority owner or managing general partner. Complete and correct copies of the certificate of incorporation and of the by-laws or other organizational documents of the Company and each of the Subsidiaries and all amendments thereto have been made available to the Underwriters, and no changes therein will be made subsequent to the Execution Date and prior to the Closing Date.

(e) The Securities have been duly and validly authorized and, when authenticated by the Trustee and issued, delivered and sold in accordance with this Agreement and the Indenture, will have been duly and validly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms and entitled to the benefits provided by the Indenture except (i) that such enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally and (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(f) The description of the Securities in the Registration Statement and the Final Prospectus is, and at the Closing Date will be, complete and accurate in all material respects and, insofar as such description contains statements constituting a summary of the legal matters or documents referred to therein, such description fairly summarizes the information referred to therein.

(g) The financial statements and schedules included or incorporated by reference in the Registration Statement or the Final Prospectus present fairly the consolidated financial condition of the Company as of the respective dates thereof and the consolidated results of operations and cash flows of the Company for the respective periods covered thereby, all in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the entire period involved, except as otherwise disclosed in the Registration Statement or the Final Prospectus. The selected consolidated financial data included in the Registration Statement or the Final Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included or incorporated by reference in the Registration Statement or the Final Prospectus. No other financial statements or

schedules of the Company are required by the Act, the Rules and Regulations, the Exchange Act or the Exchange Act Rules and Regulations to be included in or incorporated by reference in the Registration Statement or the Final Prospectus. KPMG LLP ("KPMG"), who has audited certain financial statements and schedules incorporated by reference in the Registration Statement and the Final Prospectus, are independent registered public accountants with respect to the Company, as required by the Act and the Rules and Regulations.

(h) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Final Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Final Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Final Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Final Prospectus.

(i) The Company is not, and after giving effect to the issuance and sale of the Securities and the application of the proceeds thereof, will not be, an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

(j) Except as set forth in the Registration Statement and the Final Prospectus, there are no actions, suits or proceedings pending or, to the best of the Company's knowledge, threatened against or affecting the Company or any of its subsidiaries or any of their respective officers in their capacity as such, before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, that is likely to have a Material Adverse Affect. Except as set forth in the Registration Statement and the Final Prospectus, all actions, suits or proceedings now pending against the Company or any of its subsidiaries, or any of their respective officers in their capacities as such, before any Federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, if decided or resolved in a manner unfavorable to the Company or any of its subsidiaries, would not be likely to, individually or in the aggregate, have a Material Adverse Affect.

(k) The Company and each of the Subsidiaries has, and at the Closing Date will have, (i) such franchises, certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now operated by them, other than those the absence of which would not be likely to have a Material Adverse Affect, and neither the Company nor any of the Subsidiaries has received any written notice of proceedings relating to the revocation or modification of any such franchise, certificate, authority or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would be likely to have a Material Adverse Affect, (ii) complied in all material respects with all laws, statutes, ordinances, rules, regulations, orders or decrees of any court, governmental body or regulatory authority or administrative agency having jurisdiction over the Company or any Subsidiary or any of the property or assets of the Company or any Subsidiary (including, without limitation, any such laws, statutes, ordinances, rules, regulations, orders or decrees with respect to environmental protection or the release, handling, treatment, storage or disposal of hazardous substances or toxic wastes), the failure to comply with which would be likely to have a Material Adverse Affect, and (iii) performed in all material respects all of its obligations required to be performed by it under any material contract or other instrument to which it is a party or by which its property is bound or affected, and is not, and at the Closing Date, will not be, in default under any such contract or instrument the effect of which would be likely to have a Material Adverse Affect. To the best knowledge of the Company, no other party under any material contract or other instrument to which it or any Subsidiary is a party is in default in any respect thereunder, except for any such defaults (alone or collectively) that would not be likely to have a Material Adverse Affect; provided that it is understood and agreed that neither the Company nor any Subsidiary has undertaken any special investigation to determine compliance by such other parties under any such contract or other instrument. The Company is not, and at the Closing Date will not be, in violation of any provision of its articles of incorporation or by-laws or in default in any material respect under any agreement or instrument evidencing indebtedness for borrowed money. The Subsidiaries are not, and at the Closing Date, will not be, in violation of any material provision of their respective articles of incorporation or by-laws (or comparable organizational documents) or in default under any agreement or instrument evidencing indebtedness for borrowed money (A) as a result of the failure to make one or more payments in excess of \$5 million in the aggregate that are due and owed thereunder, or (B) otherwise in any respect which is likely to have a Material Adverse Affect.

(l) No consent, approval, authorization or order of, or any filing, registration, qualification or declaration with, any court or governmental agency or body is required for (i) the execution, delivery or performance of this Agreement, the Securities or the Supplemental Indenture by the Company,

(ii) the authorization, offer, issuance, transfer, sale or delivery of the Securities by the Company in accordance with this Agreement or (iii) the consummation by the Company of the transactions on its part contemplated herein and by the Indenture, except such as may have been obtained, or on or prior to the Closing Date will be obtained, under the Act, the Rules and Regulations, the Exchange Act, the Exchange Act Rules and Regulations, the Trust Indenture Act or the Trust Indenture Act Rules and Regulations and such as may be required under foreign or state securities or blue sky laws or the by-laws and rules of the National Association of Securities Dealers, Inc. (the "NASD") in connection with the purchase and distribution of the Securities by the Underwriters.

(m) The Company has full corporate power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by the Company and, when duly executed and delivered by the Underwriters, will constitute a valid and binding agreement of the Company and will be enforceable against the Company in accordance with the terms hereof, except (i) that such enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally, (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and (iii) rights to indemnity and

contribution hereunder may be limited by federal or state laws relating to securities or the policies underlying such laws. The Indenture has been duly authorized, executed and delivered by the Company and the Trustee and has been qualified under the Trust Indenture Act and constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except (i) that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally and (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and (iii) rights to indemnity and contribution hereunder may be limited by federal or state laws relating to securities or the policies underlying such laws.

(n) The issue and sale of the Securities, the execution, delivery and performance by the Company of this Agreement and the Indenture and the consummation of the transactions contemplated hereby and thereby will not (i) result in a violation of any of the terms or provisions of the articles of incorporation or by-laws (or comparable instruments) of the Company or any of the Subsidiaries, or (ii) violate or conflict with any franchise or any judgment, ruling, decree, order, statute, rule or regulation of any court or other governmental agency or body applicable to the business or properties of the Company or any of the Subsidiaries or (iii) result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of the Subsidiaries pursuant to the terms or provisions of, or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or give any other party a right to terminate any of its obligations under, or result in the acceleration of any obligation under, any indenture, mortgage, deed of trust, voting trust agreement, loan agreement, bond, debenture, note agreement or other evidence of indebtedness, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries or any of their respective properties is or are bound or affected (the "applicable agreements"), other than with respect to this clause (iii) any breaches, violations, defaults, terminations or accelerations with respect to any applicable agreement that will not, or are not likely to, have a Material Adverse Affect.

(o) The Company and each of the Subsidiaries has good and marketable title to all franchises, properties and assets owned by it, which are material to the business or operations of the Company and its subsidiaries, taken as a whole (including without limitation the stock or other equity interests of all subsidiaries), free and clear of all liens, charges, encumbrances or restrictions, except such as are described in the Final Prospectus and except immaterial liens which do not affect the operations or financial condition of the Company. The Company and each of the Subsidiaries has valid, subsisting and enforceable leases for the properties leased by it, with such exceptions as would not materially interfere with the business or operations of the Company and its subsidiaries, taken as a whole.

(p) All existing material contracts described in the Final Prospectus to which the Company or any of the Subsidiaries is a party have been duly authorized, executed and delivered by the Company or such Subsidiary, constitute valid and binding agreements of the Company or such Subsidiary and are enforceable against the Company or such Subsidiary in accordance with the terms thereof, except (i) that such enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally and

(ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. Such described contracts are the only contracts required to be described in the Final Prospectus by the Act and the Rules and Regulations.

(q) No statement, representation, warranty or covenant made by the Company in this Agreement or the Indenture or made in any certificate or document required by this Agreement to be delivered to the Underwriters was or will be, when made, inaccurate, untrue or incorrect in any material respect.

(r) No holder of securities of the Company has rights to the registration of any securities of the Company because of the filing of the Registration Statement or the offering and sale of the Securities.

(s) No action has been taken and no statute, rule, regulation or order has been enacted, adopted or issued by any governmental agency or body that prevents the issuance of the Securities, suspends the effectiveness of the Registration Statement, prevents or suspends the use of the Preliminary Prospectus, or suspends the sale of the Securities in any jurisdiction referred to in Section 4(f) below, provided, however, that to the extent this representation relates to state securities or blue sky laws and laws of jurisdictions other than the United States and its political subdivisions, it shall be limited to the knowledge of the Company. No injunction, restraining order or order of any nature by a federal or state court of competent jurisdiction has been issued and served on the Company or any of its Subsidiaries with respect to the Company or any of its Subsidiaries that would prevent or suspend the issuance or sale of the Securities, the effectiveness of the Registration Statement, or the use of the Preliminary Prospectus in any jurisdiction referred to in Section 4(f) below.

(t) The Company has not taken, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities in any jurisdiction referred to in Section 4(f) below in contravention of applicable law, provided that no representation is made herein as to the activities of any Underwriter.

(u) The Company and its Subsidiaries maintain (x) systems of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; and (iii) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (y) disclosure controls and procedures as defined in Rule 15d-15 under the Exchange Act.

(v) The Company is, to its knowledge, in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002



that are effective and the rules and regulations of the Commission that have been adopted and are effective thereunder.

4. Agreements of the Company. The Company agrees with the several Underwriters as follows:

- (a) The Company will not, from the Execution Date until the end of such period as the Final Prospectus is required by law to be delivered in connection with sales of the Securities by an Underwriter or dealer, file any amendment or supplement to the Registration Statement or the Final Prospectus, unless a draft thereof shall first have been submitted to the Underwriters within a reasonable period of time prior to the filing thereof and the Underwriters shall not have objected thereto in good faith.
- (b) The Company will notify the Underwriters promptly, and will confirm such advice in writing, (i) when any post-effective amendment to the Registration Statement becomes effective, (ii) of any request by the Commission for amendments or supplements to the Registration Statement or the Final Prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose or the threat thereof, (iv) until the end of such period as the Final Prospectus is required by law to be delivered in connection with sales of the Securities by an Underwriter or dealer, of the happening of any event that in the judgment of the Company requires the Company to file an amendment or supplement to the Registration Statement and (v) of receipt by the Company, or any representatives or attorney of the Company, of any other communication from the Commission relating to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus or the Final Prospectus or the offering of the Securities. If at any time the Commission shall issue any order suspending the effectiveness of the Registration Statement, the Company will make every reasonable effort to obtain the withdrawal of such order at the earliest possible moment.
- (c) If and to the extent not already furnished, the Company will furnish to the Underwriters, without charge, one complete copy of the Registration Statement and of any post-effective amendment thereto, including financial statements and schedules, and all exhibits thereto (including any documents filed under the Exchange Act and deemed to be incorporated by reference into the Final Prospectus), and will upon request make available to the Underwriters, without charge, additional copies of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules but without exhibits and documents incorporated by reference therein.
- (d) The Company will comply with all the provisions of any undertakings contained in the Registration Statement.
- (e) On the Effective Date, and thereafter from time to time, the Company will deliver to the Underwriters, without charge, as many copies of the Final Prospectus or any supplement thereto, as the Underwriters may reasonably request. The Company consents to the use of any Preliminary Prospectus and the Final Prospectus or any amendment or supplement thereto by the Underwriters and by all dealers to whom the Securities may be sold, both in connection with the offering or sale of the Securities and for any period of time thereafter during which a prospectus is required by law to be delivered in connection therewith. If during such period of time, any event shall occur which in the judgment of the Company or counsel to the Underwriters should be set forth in the Final Prospectus in order to make any statement therein, in the light of the circumstances under which it was made when delivered, not misleading, or if it is necessary to supplement the Final Prospectus to comply with law, the Company will forthwith prepare and duly file with the Commission an appropriate supplement thereto or a document under the Exchange Act deemed to be incorporated therein, and will deliver to the Underwriters, without charge, such number of copies thereof as the Underwriters may reasonably request. The Company shall not file any document under the Exchange Act before the termination of the offering of the Securities by the Underwriters if such document would be deemed to be incorporated by reference into any Preliminary Prospectus or the Final Prospectus, unless a draft thereof shall first have been submitted to the Underwriters within a reasonable period of time prior to the filing thereof and the Underwriters shall not have objected thereto in good faith.
- (f) Prior to any public offering of the Securities by the Underwriters, the Company will cooperate with the Underwriters and counsel to the Underwriters in connection with the registration or qualification of the Securities for offer and sale under the securities or blue sky laws of such United States jurisdictions and similar laws of such foreign jurisdictions as the Underwriters may request, and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided, that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general service of process or general taxation in any jurisdiction where it is not now so subject.
- (g) During the period of five years commencing on the Effective Date, the Company will furnish to the Underwriters, if requested, copies of such financial statements and other periodic and special reports as the Company may from time to time distribute generally to the holders of any class of its capital stock, and will furnish to the Underwriters, if requested, a copy of each annual or other report it shall be required to file with the Commission.
- (h) The Company will make generally available to holders of its securities as soon as may be practicable but in no event later than the last day of the fifteenth full calendar month following the calendar quarter in which the Execution Date falls, an earning statement (which need not be audited but shall be in reasonable detail) for a period of 12 months ended commencing after the Effective Date, within the meaning of and satisfying the provisions of Section 11(a) of the Act (including Rule 158 of the Rules and Regulations).
- (i) Unless otherwise agreed by the parties hereto, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay, or reimburse if paid by the Underwriters, all costs and expenses incident to the performance of the obligations of the Company under this Agreement, including but not limited to costs and expenses of or relating to (i) the preparation, printing and filing of the Registration Statement and exhibits thereto, the Basic Prospectus, any Preliminary Prospectus, the Final Prospectus and any amendment or supplement to the Registration Statement or the Final Prospectus, (ii) the preparation and delivery of certificates representing the Securities, (iii) the printing of this Agreement, any agreement among underwriters, any dealer agreements and any

underwriters' questionnaire, (iv) furnishing (including costs of shipping and mailing) such copies of the Registration Statement, the Basic Prospectus, any Preliminary Prospectus and the Final Prospectus, and all amendments and supplements thereto, as may be requested for use in connection with the offering and sale of the Securities by the Underwriters or by dealers to whom Securities may be sold, (v) any filings required to be made by the Underwriters with the NASD, and the fees, disbursements and other charges of counsel for the Underwriters in connection therewith, (vi) the registration or qualification of the Securities for offer and sale under the securities or blue sky laws of such United States jurisdictions and similar laws of such foreign jurisdictions designated pursuant to Section 4(f) hereof, including the fees, disbursements and other charges of counsel for the Underwriters in connection therewith, and the preparation and printing of preliminary, supplemental and final blue sky memoranda, (vii) counsel to the Company, (viii) the rating of the Securities by one or more rating agencies and (ix) the Trustee and any agent of the Trustee and the fees, disbursements and other charges of counsel for the Trustee in connection with the Indenture and the Securities.

(j) Unless otherwise agreed by the parties, if this Agreement shall be terminated for any reason by the Company pursuant to any of the provisions hereof (other than pursuant to Section 7 hereof) or if for any reason the Company shall be unable to perform its obligations hereunder, the Company will reimburse the Underwriters for all out-of-pocket expenses (including the fees, disbursements and other charges of counsel for the Underwriters) reasonably incurred by them in connection herewith.

(k) The Company will not at any time, directly or indirectly, take any action described in Section 3(t) hereof.

(l) Until thirty (30) days from the Execution Date, the Company will not, without the consent of the Representatives, offer, sell or contract to sell, or otherwise dispose of, by public offering, or announce the public offering of, any other debt securities of the Company other than (i) the Securities, (ii) in connection with the remarketing of up to \$500,000,000 aggregate principal amount of the Company's Senior Notes, Series J, due 2007 and

(iii) the incurrence of indebtedness under the Company's credit facilities or through commercial paper issuances.

5. Conditions of Obligations of the Underwriters. In addition to the execution and delivery of the Price Determination Agreement, the obligations of the Underwriters shall be subject to the condition that all representations and warranties and other statements of the Company set forth herein are, at and as of the Closing Date, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions, unless any such condition is waived in writing by the Underwriters:

(a) (i) No stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for that purpose shall be pending or threatened by the Commission, (ii) any request for additional information on the part of the staff of the Commission or any such authorities with respect to the offering of the Securities shall have been complied with to the satisfaction of the staff of the Commission or such authorities and (iii) after the Execution Date, no amendment or supplement to the Registration Statement or the Final Prospectus shall have been filed unless a copy thereof was first submitted to the Underwriters and the Underwriters did not object thereto in good faith, and the Underwriters shall have received certificates, dated the Closing Date and signed on behalf of the Company by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company (who may, as to proceedings threatened, rely upon the best of their information and belief), to the effect of clauses (i) and (ii).

(b) Since the respective dates as of which information is given in the Registration Statement and the Final Prospectus (i) there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Final Prospectus, or (ii) neither the Company nor any of the Subsidiaries shall have sustained any loss or interference with its business or properties from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or any court or governmental action, order or decree, otherwise than as set forth or contemplated in the Registration Statement and the Final Prospectus, the effect of which any such case described in clause (i) or (ii) is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Final Prospectus.

(c) On or after the date of hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on The New York Stock Exchange (the "NYSE"); (ii) a suspension or material limitation in trading in the Company's securities by the NYSE; (iii) a general moratorium on commercial banking activities declared by Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) any material adverse change in the financial markets in the United States or elsewhere; or (v) the outbreak or escalation of hostilities or other international or national calamity or crisis, if the effect of any such event specified in clause (iv) or (v), in the Representatives' judgment, makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Final Prospectus.

(d) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities.

(e) At the Closing Date, the Underwriters shall have received satisfactory evidence to the effect that the ratings applicable to the Securities are BBB+ or better by Standard & Poor's Ratings Services and Baa2 or better by Moody's Investors Service, Inc.

(f) Since the respective dates as of which information is given in the Registration Statement and the Final Prospectus, there shall have been no litigation or other proceeding instituted against the Company or any of the Subsidiaries or any of their respective officers or directors in their capacities as such, before or by any federal, state or local court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, in which litigation or proceeding an unfavorable ruling, decision or finding would have a Material Adverse Affect.

(g) On the Closing Date, the Underwriters shall have received an opinion, dated the Closing Date, and satisfactory in form and substance to counsel for the Underwriters, from Stacey W. Goff, Esq., Senior Vice President, General Counsel and Secretary of the Company, and from Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P, special counsel to the Company, to the effect set forth in Exhibit B and Exhibit C hereto, respectively.

(h) On the Closing Date, the Underwriters shall have received an opinion, dated the Closing Date, from Pillsbury Winthrop LLP, counsel for the Underwriters, with respect to such matters as the Underwriters may reasonably require. In giving such opinion, such counsel may rely, as to all matters governed by the laws of the State of Louisiana, upon the opinion of Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and its subsidiaries, and certificates of public officials.

(i) On the date hereof and at the Closing Date, KPMG, who has audited certain of the financial statements of the Company and its subsidiaries included or incorporated by reference in the Registration Statement, shall have furnished to the Underwriters a letter, dated the respective dates of delivery thereof, in form and substance satisfactory to the Underwriters.

(j) At the Closing Date, there shall be furnished to the Underwriters a certificate, dated the date of its delivery, signed on behalf of the Company by each of the Chief Executive Officer and the Chief Financial Officer of the Company, in form and substance satisfactory to the Underwriters, to the effect that:

(i) Each signer of such certificate has carefully examined the Registration Statement and the Final Prospectus and (A) the Registration Statement is true and correct in all material respects and does not omit to state a material fact required to be stated therein or necessary in order to make the statements therein not untrue or misleading, and (B) the Final Prospectus is true and correct in all material respects and does not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not untrue or misleading (it being understood that to the extent a statement in the Registration Statement or Final Prospectus, including any documents deemed to be incorporated by reference therein, refers to and speaks as of a specific date, each signer of such certificate only represents with respect to such statement that it was true and correct in all material respects as of such date) and (C) since the Execution Date, no event has occurred as a result of which it is necessary to supplement the Final Prospectus in order to make the statements therein, in light of the circumstances under which they were made, not untrue or misleading in any material respect and there has been no document required to be filed under the Exchange Act and the Exchange Act Rules and Regulations that upon such filing would be deemed to be incorporated by reference into the Final Prospectus that has not been so filed.

(ii) Each of the representations and warranties of the Company contained in this Agreement were, when originally made, and are, at the time such certificate is delivered, true and correct.

(iii) Each of the covenants required herein to be performed by the Company on or prior to the delivery of such certificate has been duly, timely and fully performed and each condition herein required to be complied with by the Company on or prior to the date of such certificate has been duly, timely and fully complied with.

(k) The Company shall have furnished to the Underwriters such certificates, in addition to those specifically mentioned herein, as the Underwriters may have reasonably requested as to the accuracy and completeness at the Closing Date of any statement in the Registration Statement or the Final Prospectus or any documents filed under the Exchange Act and deemed to be incorporated by reference into the Final Prospectus, as to the accuracy at the Closing Date, of the representations and warranties of the Company herein, as to the performance by the Company of its obligations hereunder, or as to the fulfillment of the conditions concurrent and precedent to the obligations of the Underwriters hereunder.

6. Indemnification. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement (or in any prior registration statement to which the Final Prospectus, as a combined prospectus under Rule 429 of the Rules and Regulations, may relate), the Basic Prospectus, the Final Prospectus and any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, the Basic Prospectus, the Final Prospectus and any other prospectus relating to the Securities, or any such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by any Underwriter expressly for use in the Final Prospectus as amended or supplemented relating to such Securities; and provided, further, that this

Section 6(a), as such section relates to any preliminary prospectus or preliminary prospectus supplement, shall not apply on account of any

such losses, claims, damages, liabilities or expenses arising from, or based upon, the offering of the Securities to any person if a copy of any final prospectus or final prospectus supplement was timely made available by the Company to the Underwriters and was not sent or given by or on behalf of the Underwriters to such person, if required by law to have been so delivered, at or prior to the written confirmation of the sale of such Securities to such person, and if such final prospectus or final prospectus supplement would have cured the defect giving rise to such losses, claims, damages, liabilities and expenses.

(b) Each Underwriter will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Basic Prospectus, the Final Prospectus and any other prospectus relating to the Securities, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement, the Basic Prospectus, the Final Prospectus and any other prospectus relating to the Securities, or any such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by such Underwriter expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection

(a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation unless (i) the Company and such indemnified party shall have mutually agreed to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) include both such indemnified party and the Company and such indemnified party shall have been advised by such counsel that a conflict of interest between the Company and such indemnified party may arise and for this reason it is not desirable for the same counsel to represent both the indemnifying party and also the indemnified party (it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all such indemnified parties), in which case the fees and expenses of such counsel shall be at the expense of the Company. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include any statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 6 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Securities on the other from the offering of the Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters of the Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by such Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such

fraudulent misrepresentation. The obligations of the Underwriters of Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

(e) The obligations of the Company under this Section 6 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 6 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

7. Substitution of Underwriters. If any one or more of the Underwriters shall fail or refuse to purchase any of the Securities which it or they have agreed to purchase hereunder, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of Securities, the other Underwriters shall be obligated, severally, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase, in the proportions which the principal amount of Securities which they have respectively agreed to purchase pursuant to Section 1 hereof bears to the aggregate principal amount of Securities which all such non-defaulting Underwriters have so agreed to purchase, or in such other proportions as such non-defaulting Underwriters may specify; provided that in no event shall the maximum principal amount of Securities which any Underwriter has become obligated to purchase pursuant to Section 1 hereof be increased pursuant to this Section 7 by more than one-ninth of the principal amount of Securities agreed to be purchased by such Underwriter without the prior written consent of such Underwriter. If any Underwriter or Underwriters shall fail or refuse to purchase any Securities and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase exceeds one-tenth of the aggregate principal amount of the Securities and arrangements satisfactory to any non-defaulting Underwriter and the Company for the purchase of such Securities are not made within 48 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company for the purchase or sale of any Securities under this Agreement. In any such case either the Underwriters or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Final Prospectus or in any other documents or arrangements may be effected. Any action taken pursuant to this Section 7 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

8. Miscellaneous. Notice given pursuant to any of the provisions of this Agreement shall be in writing and, unless otherwise specified, shall be mailed or delivered (a) if to the Company, at the office of the Company, 100 CenturyTel Drive, Monroe, Louisiana 71203, Attention: Stacey W. Goff, Senior Vice President, General Counsel and Secretary or (b) if to the Underwriters, to Banc of America Securities LLC, 40 West 57th Street, New York, New York 10019, Attention: High Grade Debt Capital Markets Transaction Management, to J.P. Morgan Securities Inc., 270 Park Avenue, New York, New York 10017, Attention: High Grade Syndicate Desk - 8th Floor and to Lehman Brothers Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Debt Capital Markets, Media/Telecommunications Group. Any such notice shall be effective only upon receipt. Any notice under Section 7 may be made by telephone, but if so made shall be subsequently confirmed in writing.

The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

This Agreement has been and is made solely for the benefit of the several Underwriters and the Company and of the controlling persons, directors and officers referred to in Section 6, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" as used in this Agreement shall not include a purchaser, as such purchaser, of Securities from any of the several Underwriters.

THE RIGHTS AND DUTIES OF THE PARTIES TO THIS UNDERWRITING AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT MIGHT CALL FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

This Agreement may be signed in two or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN CASE ANY PROVISION IN THIS AGREEMENT SHALL BE INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

The Company and the Underwriters each hereby irrevocably waive any right they may have to trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Please confirm that the foregoing correctly sets forth the agreement between the Company and the several Underwriters.

Very truly yours,

**CENTURYTEL, INC.**

*By: /s/ R. Stewart Ewing, Jr.*

-----  
*Name: R. Stewart Ewing, Jr.*  
*Title: Executive Vice President &*  
*Chief Financial Officer*

Confirmed as of the date first  
above mentioned:

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.  
SunTrust Capital Markets, Inc.  
Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

**By: BANC OF AMERICA SECURITIES LLC**

*By: /s/ Lily Chang*

-----  
*Name: Lily Chang*  
*Title: Principal*

**By: J.P. MORGAN SECURITIES INC.**

*By: /s/ Robert Bottamedi*

-----  
*Name: Robert Bottamedi*  
*Title: Vice President*

**By: LEHMAN BROTHERS INC.**

*By: /s/ Martin Ragde*

-----  
*Name: Martin Ragde*  
*Title: Managing Director*

**SCHEDULE I**

**CENTURYTEL, INC.**

**\$350,000,000 5.00% Senior Notes, Series M, due 2015**

Name of Underwriter	Principal Amount of Securities
-----	-----
Banc of America Securities LLC	\$98,000,000
J.P. Morgan Securities Inc.	98,000,000
Lehman Brothers Inc.	98,000,000
SunTrust Capital Markets, Inc.	10,500,000
Wachovia Capital Markets, LLC	10,500,000
Lazard Freres & Co. LLC	7,000,000
Legg Mason Wood Walker, Incorporated	7,000,000
Morgan Keegan & Company, Inc.	7,000,000
Raymond James & Associates, Inc.	7,000,000
The Williams Capital Group, L.P.	7,000,000
 TOTAL	 \$350,000,000
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## **SCHEDULE II**

### **SUBSIDIARIES**

#### **Name**

**CenturyTel Arkansas Holdings, Inc.**

**CenturyTel of Central Wisconsin, LLC**

**CenturyTel of Evangeline, LLC**

(successor to Evangeline Telephone Company)

**CenturyTel of Arkansas, Inc.**

(formerly named Century Telephone of Arkansas, Inc.)

**CenturyTel of Mountain Home, Inc.**

(formerly named Mountain Home Telephone Co., Inc.)

**CenturyTel of Wisconsin, LLC**

(successor to Century Telephone of Wisconsin, Inc.)

**CenturyTel Midwest-Michigan, Inc.**

(formerly named Century Telephone Midwest, Inc.)

**CenturyTel of Ohio, Inc.**

(formerly named Century Telephone of Ohio, Inc.)

CenturyTel of Alabama, LLC

Spectra Communications Group, LLC

Telephone USA of Wisconsin, LLC

CenturyTel of Washington, Inc.

CenturyTel of Eagle, Inc.

CenturyTel of Midwest-Kendall, LLC

CenturyTel of Montana, Inc.

CenturyTel of Northwest Arkansas, LLC

CenturyTel of Central Arkansas, LLC

CenturyTel Holdings, Inc.

CenturyTel of the Midwest-Wisconsin, LLC

CenturyTel of the Northwest, Inc.

CenturyTel of Michigan, Inc.



CenturyTel of San Marcos, Inc.

CenturyTel Service Group, LLC

**EXHIBIT A**

**CENTURYTEL, INC.**

**PRICE DETERMINATION AGREEMENT**

February 9, 2005

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.  
SunTrust Capital Markets, Inc.  
Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

c/o Banc of America Securities LLC  
9 West 57th Street  
New York, New York 10019

J.P. Morgan Securities Inc. 270 Park Avenue New York, New York 10017

Lehman Brothers Inc.  
745 Seventh Avenue  
New York, New York 10019

Ladies and Gentlemen:

Reference is made to the Underwriting Agreement, dated February 9, 2005 (the "Underwriting Agreement"), among CenturyTel, Inc., a Louisiana corporation (the "Company") and the several Underwriters named in Schedule I thereto (the "Underwriters"). The Underwriting Agreement provides for sale to the Underwriters, and the purchase by the Underwriters, severally and not jointly, from the Company, subject to the terms and conditions set forth therein, of \$350,000,000 aggregate principal amount of the Company's 5.00% Senior Notes, Series M, due 2015 (the "Securities") to be issued pursuant to an Indenture dated as of March 31, 1994 between the Company and Regions Bank (successor-in-interest to First American Bank & Trust of Louisiana and Regions Bank of Louisiana), as trustee, as supplemented to the date hereof, and as will be supplemented by the Third Supplemental Indenture dated as of February 14, 2005. This Agreement is the Price Determination Agreement referred to in the Underwriting Agreement.

Pursuant to Section 1 of the Underwriting Agreement, the undersigned agree with the several Underwriters that the purchase price for the Securities to be paid by the several Underwriters shall be 98.335% of the aggregate principal amount of the Securities set forth opposite the names of the Underwriters in Schedule I attached thereto.

The Company represents and warrants to the several Underwriters that the representations and warranties of the Company set forth in Section 3 of the Underwriting Agreement are accurate as though expressly made at and as of the date hereof.

THE RIGHTS AND DUTIES OF THE PARTIES TO THIS UNDERWRITING AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT MIGHT CALL FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

This Agreement may be signed in two or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

If the foregoing is in accordance with your understanding of the agreement among the several Underwriters and the Company, please sign and return to the Company a counterpart hereof, whereupon this instrument along with all counterparts and together with the Underwriting Agreement shall be a binding agreement among the several Underwriters and the Company in accordance with its terms and the terms of the Underwriting Agreement.

Very truly yours,

**CENTURYTEL, INC.**

By:

Name:

Title:

Confirmed as of the date  
first above mentioned:

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.  
SunTrust Capital Markets, Inc.  
Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

**By: BANC OF AMERICA SECURITIES LLC**

By:  
Name:  
Title:

**By: J.P. MORGAN SECURITIES INC.**

By:  
Name:  
Title:

By: LEHMAN BROTHERS INC.

By:  
Name:  
Title:

## EXHIBIT B

Form of Opinion of Stacey W. Goff, Esq.,  
General Counsel of CenturyTel, Inc.

1. The Company and each of the Subsidiaries is a corporation, limited liability company or partnership duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is duly licensed or qualified to do business and in good standing as a foreign corporation or limited liability company in all jurisdictions in which the nature of the activities conducted by it or the character of the assets owned or leased by it makes such license or qualification necessary, except where the failure to be so licensed or qualified would not have a material adverse effect on the Company and its Subsidiaries, taken as a whole.
2. The Company and each of the Subsidiaries has full power and authority to own or lease all the assets owned or leased by it and, to the best of my knowledge, has all necessary and material authorizations, approvals, orders, licenses, certificates, franchises, and permits of and from all governmental regulatory officials and bodies to own its properties and to lawfully conduct its business as described in the Registration Statement and the Final Prospectus.
3. The Company or one of its wholly owned subsidiaries is the sole record and beneficial owner of all of the issued common stock of each of the Subsidiaries.
4. The execution, delivery and performance by the Company of the Underwriting Agreement and the Indenture and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) result in a violation of any of the terms or provisions of the articles of incorporation or by-laws (or comparable instruments) of the Company or any of the Subsidiaries, or (ii) violate or conflict with any franchise or any judgment, ruling, decree, order, statute, rule or regulation of any court or other governmental agency or body known to me and applicable to the business or properties of the Company or any of the Subsidiaries or (iii) result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Company or any of the Subsidiaries pursuant to the terms or provisions of, or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or give any other party a right to terminate any of its obligations under, or result in the acceleration of any obligation under, any indenture, mortgage, deed of trust, voting trust agreement, loan agreement, bond, debenture, note agreement or other evidence of indebtedness, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries or any of their respective properties is or are bound or affected (the "applicable agreements"), other than with respect to this clause (iii) any breaches, violations, defaults, terminations or accelerations with respect to any applicable agreement that will not, or are not likely to, have a Material Adverse Affect.
5. Except as set forth in the Registration Statement and the Final Prospectus, to the best of my knowledge, there are no actions, suits or proceedings pending or threatened against the Company or any of its Subsidiaries or any of their respective officers, in their capacity as such, before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, which in my opinion is likely to materially and adversely affect the business, properties, business prospects, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole, as they exist on the date hereof.

I have participated in the preparation of the Registration Statement and the Final Prospectus. Although I have not verified and am not opining upon or assuming any responsibility for the accuracy or completeness of the information contained in the Registration Statement and the Final Prospectus, on the basis of my participation in the preparation of the Registration Statement and the Final Prospectus and my discussions with certain officers and employees of the Company, certain of its legal counsel, its independent registered public accountants and your representatives and counsel, nothing has come to my attention which would lead me to believe that, both as of the Effective Date and as of the date of this opinion, the Registration Statement contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus or any supplement thereto including any documents deemed to be incorporated by reference into the Final Prospectus, at the time the Final Prospectus or any supplement thereto was first filed with the Commission pursuant to Rule 424(b) and as of the date of this opinion, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading (except that I express no opinion with respect to financial statements, schedules and other financial, statistical or accounting data included in the Registration Statement or the Final Prospectus (or incorporated by reference therein) or the Statement of Eligibility under the Trust Indenture Act of the Trustee on Form T-1).

## EXHIBIT C

### Form of Opinion of

Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P

1. The Company and each of the Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
2. The Securities have been duly authorized, executed and delivered by the Company. The Securities, when duly authenticated in accordance with the terms of the Indenture and assuming due payment by the Underwriters in accordance with the Underwriting Agreement, will entitle their holders to the benefits provided by the Indenture and will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except (i) that the enforcement thereof may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally, (ii) the enforceability thereof is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity) and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and (iii) certain provisions contained in the Indenture relating to remedies may be limited by public policy, equitable principles or other provisions of applicable laws, rules, regulations, court decisions or constitutional requirements, but in our judgment the matters in this clause (iii) do not result in the remedies that remain available being inadequate for the enforcement of the Indenture and the Securities.
3. (i) On the Effective Date, the Registration Statement and, when the Final Prospectus was filed with the Commission pursuant to Rule 424(b), the Final Prospectus (and any supplement thereto), including each document incorporated by reference therein, as of the time such documents were filed, complied in all material respects as to form with the requirements of the Act, the Rules and Regulations, the Exchange Act, the Exchange Act Rules and Regulations, the Trust Indenture Act and the Trust Indenture Act Rules and Regulations and (ii) on the Effective Date, the Indenture complied in all material respects as to form with the Trust Indenture Act and the Trust Indenture Act Rules and Regulations and the Indenture has been duly qualified under the Trust Indenture Act (except that we express no opinion as to (a) financial statements, schedules and other financial or statistical data contained in the Registration Statement or the Final Prospectus (or incorporated by reference therein) and (b) the Statements of Eligibility under the Trust Indenture Act on Form T-1 (the "Form T-1s") or any other exhibits contained in, made a part of or incorporated by reference in the Registration Statement (other than the Indenture and the form of Security)).
4. The Registration Statement has become effective under the Act and, to the best of our knowledge, no order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose has been instituted or is threatened or pending.
5. No consent, approval, authorization or order of, or filing, registration, qualification or declaration with, any court or federal, state or local governmental agency or body is required for (i) the execution, delivery and performance by the Company of the Underwriting Agreement, the Securities or the Indenture by the Company, (ii) the authorization, offer, issuance, sale or delivery of the Securities by the Company or (iii) the consummation by the Company of the transactions on its part contemplated by the Underwriting Agreement and the Indenture, except such as may have been previously obtained under the Act, the Rules and Regulations, the Exchange Act, the Exchange Act Regulations, the Trust Indenture Act or the Trust Indenture Act Rules and Regulations or the New York Stock Exchange Listed Company Manual and such as may be required under foreign or state securities or blue sky laws and the rules and regulations promulgated thereunder or the by-laws and rules of the National Association of Securities Dealers, Inc. in connection with the purchase and distribution of the Securities by the Underwriters.
6. The statements under the heading "Description of Debt Securities" in the Registration Statement and the headings "Description of the Notes" and "Material United States Federal Income Tax Consequences" in the Final Prospectus are accurate in all material respects and, insofar as such description contains statements constituting a summary of the legal matters or documents referred to therein, such statements fairly summarize the information referred to therein..
7. The Company has full corporate power and authority to enter into the Underwriting Agreement and the Indenture. The Underwriting Agreement has been duly authorized, executed and delivered by the Company. The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company and is enforceable against the Company in accordance with its terms, except (i) that the enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally, (ii) that the enforceability of the Indenture is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity) and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and (iii) that certain provisions contained in the Indenture relating to remedies may be limited by public policy, equitable principles or other provisions of applicable laws, rules, regulations, court decisions or constitutional requirements, but in our judgment the matters in this clause (iii) do not result in the remedies that remain available being inadequate for the enforcement of the Indenture.
8. The issue and sale of the Securities by the Company, the execution, delivery and performance by the Company of the Underwriting Agreement and the Indenture and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) result in a violation of any of the terms or provisions of the articles of incorporation or by-laws (or comparable instruments) of the Company or any of the Subsidiaries, or (ii) to the best of our knowledge, violate or conflict with any franchise or any judgment, ruling, decree, order, statute, rule or regulation of any court or other governmental agency or body known to us and applicable to the business or properties of the Company or any of the Subsidiaries, except where such violation or conflict would not have a Material Adverse Affect.

9. Except as set forth in the Registration Statement and the Final Prospectus, to the best of our knowledge, there are no actions, suits or proceedings pending or threatened against the Company or any of the Subsidiaries or any of their respective officers in their capacity as such, before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, which in our opinion is likely to materially and adversely affect the financial condition or results of operations of the Company and the subsidiaries, taken as a whole, as they exist on the date hereof.

10. The Company is not, and after giving effect to the issuance and sale of the Securities and the application of the proceeds thereof, will not be, an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

Other than with respect to the opinion expressed in paragraph 6 above, we have not ourselves verified the accuracy, completeness or fairness of the information included in the Registration Statement and the Final Prospectus. We have generally reviewed and discussed such information with certain officers and employees of the Company, certain of its legal counsel and its independent registered public accountants and with the Underwriters and their counsel. On the basis of such review and discussion (relying as to materiality upon the statements of the officers and other representatives of the Company, although nothing has come to our attention that would lead us to believe that it is unreasonable for us or you to so rely thereon), but without assuming any responsibility for, or independently verifying, any information other than as stated above, nothing has come to our attention that would lead us to believe that, both as of the Effective Date and as of the date of this opinion, the Registration Statement contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that the Final Prospectus or any supplement thereto, at the time the Final Prospectus or any supplement thereto was first filed with the Commission pursuant to Rule 424(b) and as of the date of this opinion, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading (except that we express no belief with respect to (i) financial statements and notes thereto, related schedules and any other financial data included in the Registration Statement and the Final Prospectus,

(ii) the Form T-1s and all other exhibits contained in, made a part of or incorporated by reference in the Registration Statement (other than the Indenture (and forms of securities relating thereto)) or (iii) statements or omissions based upon written information furnished to the Company by the Underwriters expressly for use therein).

As special counsel to the Company we do not as a matter of course review or pass on all agreements or proceedings to which the Company or its subsidiaries have become parties nor have we done so in connection with this opinion. Accordingly, whenever any statement in this letter is qualified by the phrase "to the best of our knowledge" or "known to us" or a phrase of similar import, such phrase is intended to mean the actual knowledge of information by the lawyers in our firm who have been principally involved in negotiating the subject transaction and preparing the pertinent documents and any other lawyers in our firm having substantial responsibility for managing the client relationship with the Company or overseeing the firm's provision of securities law advice to the Company, but does not include the information that might be revealed if there were to be undertaken a canvass of all lawyers in our firm, a general search of our files, a review of all of the Company's contacts or any other type of independent investigation.

In rendering the foregoing opinion, counsel may rely, to the extent they deem such reliance proper, on the opinions (in form and substance reasonably satisfactory to Underwriters' counsel) of other counsel reasonably acceptable to Underwriters' counsel as to matters governed by the laws of jurisdictions other than the United States and the State of Louisiana, and as to matters of fact, upon certificates of officers of the Company and of government officials; provided that such counsel shall state that the opinion of any other counsel is in form satisfactory to such counsel and, in such counsel's opinion, such counsel and you are justified in relying on such opinions of other counsel. Copies of all such opinions and certificates shall be addressed to the Underwriters (or shall state that the Underwriters may rely thereon) and shall be furnished to Underwriters' counsel on the Closing Date.

**EXECUTION COPY**

**CENTURYTEL, INC.**

**PRICE DETERMINATION AGREEMENT**

February 9, 2005

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.

SunTrust Capital Markets, Inc.

Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

c/o      Banc of America Securities LLC  
            9 West 57th Street  
            New York, New York 10019

J.P. Morgan Securities Inc.  
270 Park Avenue  
New York, New York 10017

Lehman Brothers Inc.  
745 Seventh Avenue  
New York, New York 10019

Ladies and Gentlemen:

Reference is made to the Underwriting Agreement, dated February 9, 2005 (the "Underwriting Agreement"), among CenturyTel, Inc., a Louisiana corporation (the "Company") and the several Underwriters named in Schedule I thereto (the "Underwriters"). The Underwriting Agreement provides for sale to the Underwriters, and the purchase by the Underwriters, severally and not jointly, from the Company, subject to the terms and conditions set forth therein, of \$350,000,000 aggregate principal amount of the Company's 5.00% Senior Notes, Series M, due 2015 (the "Securities") to be issued pursuant to an Indenture dated as of March 31, 1994 between the Company and Regions Bank (successor-in-interest to First American Bank & Trust of Louisiana and Regions Bank of Louisiana), as trustee, as supplemented to the date hereof, and as will be supplemented by the Third Supplemental Indenture dated as of February 14, 2005. This Agreement is the Price Determination Agreement referred to in the Underwriting Agreement.

Pursuant to Section 1 of the Underwriting Agreement, the undersigned agree with the several Underwriters that the purchase price for the Securities to be paid by the several Underwriters shall be 98.335% of the aggregate principal amount of the Securities set forth opposite the names of the Underwriters in Schedule I attached thereto.

The Company represents and warrants to the several Underwriters that the representations and warranties of the Company set forth in Section 3 of the Underwriting Agreement are accurate as though expressly made at and as of the date hereof.

THE RIGHTS AND DUTIES OF THE PARTIES TO THIS UNDERWRITING AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT MIGHT CALL FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

This Agreement may be signed in two or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

If the foregoing is in accordance with your understanding of the agreement among the several Underwriters and the Company, please sign and return to the Company a counterpart hereof, whereupon this instrument along with all counterparts and together with the Underwriting Agreement shall be a binding agreement among the several Underwriters and the Company in accordance with its terms and the terms of the Underwriting Agreement.

Very truly yours,

**CENTURYTEL, INC.**

By: /s/ R. Stewart Ewing, Jr.  
-----  
Name: R. Stewart Ewing, Jr.  
Title: Executive Vice President &  
Chief Financial Officer

Confirmed as of the date first  
above mentioned:

Banc of America Securities LLC  
J.P. Morgan Securities Inc.  
Lehman Brothers Inc.  
Lazard Freres & Co. LLC  
Legg Mason Wood Walker, Incorporated  
Morgan Keegan & Company Inc.  
Raymond James & Associates, Inc.  
SunTrust Capital Markets, Inc.  
Wachovia Capital Markets, LLC  
The Williams Capital Group, L.P.

**By: BANC OF AMERICA SECURITIES LLC**

By: /s/ Lily Chang  
-----  
Name: Lily Chang  
Title: Principal

**By: J.P. MORGAN SECURITIES INC.**

By: /s/ Robert Bottamedi  
-----  
Name: Robert Bottamedi  
Title: Vice President

**By: LEHMAN BROTHERS INC.**

By: /s/ Martin Ragde  
-----  
Name: Martin Ragde  
Title: Managing Director



**EXECUTION COPY**

**REMARKETING AGREEMENT**

REMARKETING AGREEMENT, dated as of February 2, 2005 (this "Agreement"), by and between CenturyTel, Inc., a Louisiana corporation (the "Company"), Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States, not individually but solely as purchase contract agent (the "Purchase Contract Agent") and as attorney-in-fact of the holders of Purchase Contracts (as defined in the Purchase Contract Agreement (as defined herein)), and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, as remarketing agents and reset agents (the "Remarketing Agents").

**WITNESSETH:**

WHEREAS, under the Purchase Contract Agreement, dated as of May 1, 2002, by and between the Purchase Contract Agent and the Company (the "Purchase Contract Agreement"), the Company issued \$500,000,000 aggregate Stated Amount of its Equity Units (the "Equity Units"), which initially consisted of 20,000,000 Corporate Units referred to as "Corporate Units";

WHEREAS, concurrently in connection with the issuance of the Equity Units, the Company issued \$500,000,000 aggregate principal amount of Senior Notes, Series J, due 2007 (the "Senior Notes");

WHEREAS, the Senior Notes forming a part of the Corporate Units were pledged pursuant to the Pledge Agreement (the "Pledge Agreement"), dated as of May 1, 2002, by and among the Company, JPMorgan Chase Bank, N.A., as Collateral Agent, Custodial Agent and Securities Intermediary, and the Purchase Contract Agent, to secure the obligations of holders of Corporate Units under the related Purchase Contracts on the Purchase Contract Settlement Date;

WHEREAS, the Company desires to retain the Remarketing Agents to remarket on February 10, 2005 (the "Initial Remarketing Date") the Senior Notes beneficially owned by holders of Corporate Units ("Corporate Unit Holders") and Senior Notes not constituting components of Corporate Units beneficially owned by holders who elect to have their Senior Notes remarketed ("Participating Note Holders");

WHEREAS, in the event of a Failed Initial Remarketing, the Senior Notes beneficially owned by Corporate Unit Holders and Participating Note Holders will be remarketed by the Remarketing Agents on the third Business Day immediately preceding March 15, 2005 (the "Second Remarketing Date");

WHEREAS, in the event of a Failed Second Remarketing, the Senior Notes beneficially owned by Corporate Unit Holders and Participating Note Holders will be remarketed by the Remarketing Agents on the third Business Day immediately preceding April 15, 2005 (the "Third Remarketing Date");

WHEREAS, in the event of a Failed Third Remarketing, the Senior Notes beneficially owned by Participating Note Holders and the Senior Notes beneficially owned by Corporate Unit Holders who have elected not to settle the Purchase Contracts related to such Corporate Units by Cash Settlement (or have so elected, but have not paid the Purchase Price on or prior to the fourth Business Day immediately preceding the Purchase Contract Settlement Date) and who have not early settled their Purchase Contracts will be remarketed by the Remarketing Agents on the third Business Day immediately preceding the Purchase Contract Settlement Date;

WHEREAS, in the event of a Successful Initial Remarketing, the applicable interest rate on the Senior Notes will be reset on the Initial Remarketing Date to the Reset Rate, which will be determined by the Remarketing Agents as the interest rate that such Senior Notes should bear in order for the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price on the Initial Remarketing Date, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law;

WHEREAS, in the event of a Failed Initial Remarketing, the applicable interest rate on the Senior Notes will be reset on the Second Remarketing Date to the Reset Rate, which will be determined by the Remarketing Agents as the interest rate that such Senior Notes should bear in order for the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price on the Second Remarketing Date, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law;

WHEREAS, in the event of a Failed Second Remarketing, the applicable interest rate on the Senior Notes will be reset on the Third Remarketing Date to the Reset Rate, which will be determined by the Remarketing Agents as the interest rate that such Senior Notes should bear in order for the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price on the Third Remarketing Date, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law;

WHEREAS, in the event of a Failed Third Remarketing, unless a Failed Final Remarketing occurs, the applicable interest rate on the Senior

Notes will be reset on the third Business Day immediately preceding the Purchase Contract Settlement Date to the Reset Rate, which will be determined by the Remarketing Agents as the interest rate that such Senior Notes should bear in order to have an approximate aggregate market value of approximately 100.25% of the aggregate principal amount of the Senior Notes on the Final Remarketing Date, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law;

WHEREAS, in the event of a Failed Final Remarketing, the applicable rate on the Senior Notes will be reset on the Final Remarketing Date to a Reset Rate equal to the sum of the applicable Reset Spread and the rate of interest on the Two-Year Benchmark Treasury in effect on the Final Remarketing Date, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law;

WHEREAS, the Company has requested Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC to act as its reset agents and remarketing agents, and as such to perform the services described herein; and

WHEREAS, Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC are willing to act as the Company's reset agents and remarketing agents and as such to perform such duties on the terms and conditions expressly set forth herein;

NOW, THEREFORE, for and in consideration of the covenants made, and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this Agreement or the preamble or recitals hereto shall have the meanings assigned to them in the Purchase Contract Agreement or, if not therein defined, the Pledge Agreement.

Section 2. Appointment and Obligations of Remarketing Agents. (a) The Company hereby appoints Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC hereby accept such appointment, as (i) the reset agents to determine in consultation with the Company, in the manner provided for herein and in the First Supplemental Indenture with respect to the Senior Notes, (1) the Reset Rate that, in the opinion of the Remarketing Agents, will, when applied to the Senior Notes, enable the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price as of the Initial Remarketing Date, (2) in the event of a Failed Initial Remarketing, the Reset Rate that, in the opinion of the Remarketing Agents, will, when applied to the Senior Notes, enable the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price as of the Second Remarketing Date, (3) in the event of a Failed Second Remarketing, the Reset Rate that, in the opinion of the Remarketing Agents, will, when applied to the Senior Notes, enable the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the Treasury Portfolio Purchase Price as of the Third Remarketing Date, (4) in the event of a Failed Third Remarketing, unless a Failed Final Remarketing occurs, the Reset Rate that, in the opinion of the Remarketing Agents, will, when applied to the Senior Notes, enable the Senior Notes to have an approximate aggregate market value of approximately 100.25% of the aggregate principal amount of the Senior Notes as of the Purchase Contract Settlement Date, and (5) in the event of a Failed Final Remarketing, the Reset Rate that will be equal to the sum of the applicable Reset Spread and the rate of interest on the Two-Year Benchmark Treasury in effect on the Final Remarketing Date, provided, in each case, that the Company, by notice to the Remarketing Agents prior to the tenth Business Day preceding February 15, 2005, in the case of the Initial Remarketing, March 15, 2005, in the case of the Second Remarketing, April 15, 2005, in the case of the Third Remarketing, or the Purchase Contract Settlement Date, in the case of the Final Remarketing, shall, if applicable, limit the Reset Rate to the maximum rate, if any, permitted by applicable law and (ii) the exclusive remarketing agents (subject to the right of Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC to appoint additional Remarketing Agents hereunder as described below) to (1) remarket the Senior Notes beneficially owned by Corporate Unit Holders and Participating Note Holders on the Initial Remarketing Date, for settlement on February 15, 2005, (2) in the case of a Failed Initial Remarketing, remarket the Senior Notes beneficially owned by Corporate Unit Holders and Participating Note Holders on the Second Remarketing Date, for settlement on March 15, 2005, (3) in the case of a Failed Second Remarketing, remarket the Senior Notes beneficially owned by Corporate Unit Holders and Participating Note Holders on the Third Remarketing Date, for settlement on April 15, 2005 and (4) in the case of a Failed Third Remarketing, remarket the Senior Notes beneficially owned by Participating Note Holders and Senior Notes beneficially owned by Corporate Unit Holders who have not early settled the related Purchase Contracts and have failed to notify the Purchase Contract Agent, on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date, of their intention to settle the related Purchase Contracts through Cash Settlement on the fourth Business Day immediately preceding the Purchase Contract Settlement Date (or have so notified the Purchase Contract Agent, but have not paid the Purchase Price on or prior to the fourth Business Day immediately preceding the Purchase Contract Settlement Date). In connection with the remarketing contemplated hereby, the Remarketing Agents will enter into a Supplemental Remarketing Agreement (the "Supplemental Remarketing Agreement") with the Company and the Purchase Contract Agent, which shall either be (i) substantially in the form attached hereto as Exhibit A (with such changes as the Company and the Remarketing Agents may agree upon, it being understood that changes may be necessary in the provisions of the Supplemental Remarketing Agreement due to changes in law or facts and circumstances, and with such further changes therein as the Remarketing Agents may reasonably request), or (ii) in such other form as the Remarketing Agents may reasonably request, subject to the approval of the Company (such approval not to be unreasonably withheld). Anything herein to the contrary notwithstanding, to the extent that the parties hereto are unable to agree on the form or substance of the Supplemental Remarketing Agreement, Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC shall not act as Remarketing Agents hereunder. The Company agrees that Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC shall have the right, on 15 Business Days' notice to the Company, to appoint one or more additional Remarketing Agents so long as any such additional Remarketing Agents shall be reasonably acceptable to the Company. Upon any such appointment, the parties shall enter into an appropriate amendment to this Agreement to reflect the addition of any such Remarketing Agents.

(b) Pursuant to the Supplemental Remarketing Agreement, the Remarketing Agents, either as sole Remarketing Agents or as representatives of a group of Remarketing Agents appointed as aforesaid, will agree, subject to the terms and conditions set forth herein and therein, to use their reasonable efforts to (i) remarket, on the Initial Remarketing Date, the Senior Notes that the Purchase Contract Agent and the Custodial Agent shall have notified the Remarketing Agents have been tendered for, or otherwise are to be included in, the Initial Remarketing, at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of the Senior Notes is approximately 100.25% of the Treasury Portfolio Purchase Price, (ii) in the event of a Failed Initial Remarketing, remarket, on the Second Remarketing Date, the Senior Notes that the Purchase Contract Agent and the Custodial Agent shall have notified the Remarketing Agents have been tendered for, or otherwise are to be included in, the Second Remarketing, at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of the Senior Notes is approximately 100.25% of the Treasury Portfolio Purchase Price, (iii) in the event of a Failed Second Remarketing, remarket, on the Third Remarketing Date, the Senior Notes that the Purchase Contract Agent and the Custodial Agent shall have notified the Remarketing Agents have been tendered for, or otherwise are to be included in, the Third Remarketing, at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of the Senior Notes is approximately 100.25% of the Treasury Portfolio Purchase Price, and (iv) in the event of a Failed Third Remarketing, remarket, on the Final Remarketing Date, the Senior Notes that the Purchase Contract Agent and the Custodial Agent shall have notified the Remarketing Agents have been tendered for, or otherwise are to be included in, the Final Remarketing, at a price per Senior Note such that the aggregate price for the applicable principal amount of the Senior Notes is approximately 100.25% of the aggregate principal amount of such Senior Notes. Notwithstanding the preceding sentence, the Remarketing Agents shall not remarket any Senior Notes for a price less than the price (the "Minimum Remarketing Price") necessary for the Applicable Principal Amount of the Senior Notes to have an aggregate price equal to 100% of the Treasury Portfolio Purchase Price, in the case of the Initial Remarketing, the Second Remarketing or the Third Remarketing, or 100% of the aggregate principal amount of such Senior Notes, in the case of the Final Remarketing. After deducting the fee specified in Section 3 below, the proceeds of such Initial Remarketing, Second Remarketing, Third Remarketing or Final Remarketing, as the case may be, shall be paid to the Collateral Agent in accordance with Section 4.6 or 6.3 of the Pledge Agreement and Section 5.3 or 5.4 of the Purchase Contract Agreement (each of which Sections are incorporated herein by reference).

(c) It is understood and agreed that the Remarketing Agents shall not have any obligation whatsoever to purchase any Senior Notes, whether in the Initial Remarketing, the Second Remarketing, the Third Remarketing or the Final Remarketing or otherwise, and shall in no way be obligated to provide funds to make payment upon tender of Senior Notes for remarketing or to otherwise expend or risk their own funds or incur or be exposed to financial liability in the performance of their respective duties under this Agreement or the Supplemental Remarketing Agreement, and, without limitation of the foregoing, the Remarketing Agents shall not be deemed underwriters of the remarketed Senior Notes. The Company shall not be obligated in any case to provide funds to make payment upon tender of Senior Notes for remarketing.

(d) The Remarketing Agents agree to give the notices required by Sections 3.01(g) and (h), 3.02(g) and (h), 3.03(g) and (h) and 3.04(h) and (i) of the First Supplemental Indenture.

**Section 3. Fees.** In the event of a Successful Initial Remarketing, Successful Second Remarketing or Successful Third Remarketing, the Remarketing Agents shall retain as a fee for their reset and remarketing services hereunder and under the Supplemental Remarketing Agreement (the "Remarketing Fee") an amount not exceeding 25 basis points (0.25%) of the Treasury Portfolio Purchase Price from any amount received in connection with such Initial Remarketing, Second Remarketing or Third Remarketing in excess of the Minimum Remarketing Price. In the event of a Successful Final Remarketing, the Remarketing Agents shall retain as the Remarketing Fee an amount not exceeding 25 basis points (0.25%) of the principal amount of the remarketed Senior Notes from any amount received in connection with such Final Remarketing in excess of the aggregate principal amount of such remarketed Senior Notes. Unless otherwise agreed by the parties hereto, the Company shall pay (i) all other costs and expenses incident to the performance of the obligations of the Company hereunder and under the Supplemental Remarketing Agreement and (ii) the out-of-pocket expenses of the Remarketing Agents incurred in connection with acting as Remarketing Agents hereunder and under the Supplemental Remarketing Agreement (including reasonable fees and expenses of counsel).

**Section 4. Replacement and Resignation of Remarketing Agents.** (a) The Company may at any time in its absolute discretion replace Banc of America Securities LLC, J.P. Morgan Securities Inc. or Wachovia Capital Markets, LLC as a reset agent and remarketing agent hereunder on ten Business Days' prior written notice to Banc of America Securities LLC, J.P. Morgan Securities Inc. or Wachovia Capital Markets, LLC, as applicable. Any such replacement shall become effective upon the expiration of such ten Business Days. Upon providing such notice, the Company shall use all reasonable efforts to appoint a successor remarketing agent and reset agent and to enter into a remarketing agreement with such successor as soon as reasonably practicable following such notice, provided, however, that the Company shall be under no such obligation to appoint a successor remarketing agent or reset agent if there is one or more remarketing agents or reset agents currently in place.

(b) Banc of America Securities LLC, J.P. Morgan Securities Inc. or Wachovia Capital Markets, LLC may resign at any time and be discharged from its respective duties and obligations hereunder as the reset agent, the remarketing agent, or both, on ten Business Days' prior written notice to the Company. Any such resignation shall become effective upon the expiration of such ten Business Days. Upon receiving notice from any Remarketing Agent that it wishes to resign hereunder, the Company shall use all reasonable efforts to appoint a successor remarketing agent or reset agent, as applicable, and enter into a remarketing agreement with such successor as soon as reasonably practicable following such notice, provided, however, that the Company shall be under no such obligation to appoint a successor remarketing agent or reset agent if there is one or more remarketing agents or reset agents currently in place.

(c) The Company shall give the Purchase Contract Agent, the Indenture Trustee, the Collateral Agent and the Custodial Agent prompt written notice of the appointment of any successor remarketing agent.

**Section 5. Dealing in the Securities.** Each Remarketing Agent, when acting hereunder or under the Supplemental Remarketing Agreement or when acting in its individual or any other capacity, may, to the extent permitted by law, buy, sell, hold or deal in any of the Senior Notes, Treasury Units, Corporate Units or any other securities of the Company. With respect to any Senior Notes, Treasury Units, Corporate Units or

any other securities of the Company owned by it, such Remarketing Agent may exercise any vote or join in any action with like effect as if it did not act in any capacity hereunder. Each Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Company as freely as if it did not act in any capacity hereunder. The Company may, to the extent permitted by law, purchase any Senior Notes that are remarketed by any Remarketing Agent.

Section 6. Representations and Warranties. The Company represents and warrants to the Remarketing Agents as follows:

(a) The Company meets the requirements for use of Form S-3. A registration statement on Form S-3 (Registration No. 333-84276), including a prospectus relating to the Senior Notes (including the documents incorporated by reference therein, the "Registration Statement") has been (i) prepared by the Company under the provisions of the Securities Act of 1933, as amended (the "1933 Act"), and the rules and regulations thereunder of the Securities and Exchange Commission (the "Commission"); (ii) filed with the Commission; and (iii) declared effective by the Commission. In connection with the Initial Remarketing, Second Remarketing, in the event of a Failed Initial Remarketing, or Third Remarketing, in the event of a Failed Second Remarketing, if, and to the extent required in the opinion of counsel (which need not be a formal written opinion) for the Remarketing Agents or the Company by applicable law, regulations or interpretations in effect at the time of such Initial Remarketing, Second Remarketing or Third Remarketing, as the case may be, the Company (A) if reasonably requested by the Remarketing Agents, shall furnish a current prospectus and a current preliminary prospectus supplement or preliminary pricing supplement relating to the Senior Notes to be used by the Remarketing Agents in the Initial Remarketing, in the Second Remarketing or in the Third Remarketing, as applicable, in each case at such time and in such quantities as the Remarketing Agents may reasonably request, and shall pay all expenses relating thereto, and (B) shall furnish a current final prospectus and a final prospectus supplement or final pricing supplement relating to the Senior Notes to be used by the Remarketing Agents in the Initial Remarketing, in the Second Remarketing or in the Third Remarketing, as applicable, in each case at such time and in such quantities as the Remarketing Agents may reasonably request, and shall pay all expenses relating thereto. In the event of a Failed Third Remarketing and in connection with the Final Remarketing, if and to the extent required in the opinion of counsel (which need not be a formal written opinion) for the Remarketing Agents or the Company by applicable law, regulations or interpretations in effect at the time of such Final Remarketing, the Company (A) if reasonably requested by the Remarketing Agents, shall furnish a current prospectus and a current preliminary prospectus supplement or preliminary pricing supplement relating to the Senior Notes to be used by the Remarketing Agents in the Final Remarketing at such time and in such quantities as the Remarketing Agents may reasonably request, and shall pay all expenses related thereto, and (B) shall furnish a current final prospectus and a final prospectus supplement or final pricing supplement relating to the Senior Notes to be used by the Remarketing Agents in the Final Remarketing at such time and in such quantities as the Remarketing Agents may reasonably request, and shall pay all expenses relating thereto. The Company shall also take all such actions as may (upon advice of counsel to the Company and the Remarketing Agents) be necessary or desirable under state securities or blue sky laws in connection with the Initial Remarketing, Second Remarketing, Third Remarketing or Final Remarketing, as applicable. All references in this Agreement to amendments or supplements to the Registration Statement, the prospectus, the preliminary prospectus or pricing supplement or the final prospectus or pricing supplement shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated or deemed to be incorporated by reference in the Registration Statement, the prospectus, the preliminary prospectus or pricing supplement or the final prospectus or pricing supplement, as the case may be.

(b) This Agreement has been duly authorized, executed and delivered by the Company and, when duly executed and delivered by the Remarketing Agents, will constitute a valid and binding agreement of the Company and will be enforceable against the Company in accordance with the terms hereof, except (i) that such enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws, now or hereafter in effect, relating to creditors' rights generally, (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought and (iii) rights to indemnity and contribution hereunder may be limited by applicable laws relating to securities or the policies underlying such laws.

(c) The Company is, to its knowledge, in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 that are effective and the rules and regulations of the Commission that have been adopted and are effective thereunder.

Section 7. Conditions to the Remarketing Agents' Obligations. (a) The obligations of the Remarketing Agents under this Agreement and the Supplemental Remarketing Agreement shall be subject to the terms and conditions of this Agreement and the Supplemental Remarketing Agreement, including, without limitation, the following conditions: (i) the Senior Notes tendered for, or otherwise to be included in, the Initial Remarketing, Second Remarketing, Third Remarketing or Final Remarketing, as the case may be, have not been called for redemption, (ii) the Remarketing Agents are able to find a purchaser or purchasers for tendered Senior Notes (1) in the case of the Initial Remarketing, Second Remarketing or Third Remarketing, at a price not less than the Minimum Remarketing Price, and (2) in the case of the Final Remarketing, at a price not less than 100% of the principal amount of the Senior Notes, (iii) the Purchase Contract Agent, the Collateral Agent, the Custodial Agent, the Company and the Trustee shall have performed their respective obligations in connection with the Initial Remarketing, the Second Remarketing, in the event of a Failed Initial Remarketing, the Third Remarketing, in the event of a Failed Second Remarketing, and the Final Remarketing, in the event of a Failed Third Remarketing, in each case pursuant to the Purchase Contract Agreement, the Pledge Agreement, the Indenture, this Agreement and the Supplemental Remarketing Agreement (including, without limitation, giving the Remarketing Agents notice of the aggregate principal amount, as the case may be, of Senior Notes to be remarketed, no later than 11:00 a.m., New York City time, on the fourth Business Day prior to the Purchase Contract Settlement Date, in the case of the Final Remarketing, and, in each case, concurrently delivering the Senior Notes to be remarketed to the Remarketing Agents), (iv) no Event of Default (as defined in the Indenture) with respect to the Senior Notes shall have occurred and be continuing, (v) the accuracy of the representations and warranties of the Company included and incorporated by reference in this Agreement and the Supplemental Remarketing Agreement or in certificates of any officer of the Company or any of its subsidiaries delivered pursuant to the provisions included or incorporated by reference in this Agreement or the Supplemental Remarketing Agreement, (vi) the performance by the Company of its covenants and other obligations included and incorporated

by reference in this Agreement and the Supplemental Remarketing Agreement, and (vii) the satisfaction of the other conditions set forth and incorporated by reference in this Agreement and the Supplemental Remarketing Agreement.

(b) If at any time during the term of this Agreement, any Event of Default (as defined in the Indenture) has occurred and is continuing under the Indenture, then the obligations and duties of the Remarketing Agents under this Agreement and the Supplemental Remarketing Agreement shall be suspended until such default has been cured. The Company will promptly give the Remarketing Agents notice of all Events of Default of which any officer of the Company with responsibility relating thereto is aware.

**Section 8. Termination of Remarketing Agreement.** This Agreement shall terminate as to any Remarketing Agent that is replaced on the effective date of its replacement pursuant to Section 4(a) hereof or pursuant to Section 4(b) hereof. Notwithstanding any such termination under Section 4(a), the obligations set forth in Section 3 hereof shall survive and remain in full force and effect until all amounts payable under said Section 3 have been paid in full.

**Section 9. Remarketing Agents' Performance; Duty of Care.** The duties and obligations of the Remarketing Agents shall be determined solely by the express provisions of this Agreement and the Supplemental Remarketing Agreement. No implied covenants or obligations of or against the Remarketing Agents shall be read into this Agreement or the Supplemental Remarketing Agreement. In the absence of bad faith, willful misconduct or gross negligence on the part of the Remarketing Agents, the Remarketing Agents may conclusively rely upon any document furnished to them that purports to conform to the requirements of this Agreement or the Supplemental Remarketing Agreement, as the case may be, as to the truth of the statements expressed therein. The Remarketing Agents shall be protected in acting upon any document or communication reasonably believed by it to be signed, presented or made by the proper party or parties. The Remarketing Agents shall not have any obligation to determine whether there is any limitation under applicable law on the Reset Rate on the Senior Notes or, if there is any such limitation, the maximum permissible Reset Rate on the Senior Notes, and they shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the tenth Business Day before February 15, 2005, in the case of the Initial Remarketing, prior to the tenth Business Day before March 15, 2005, in the case of the Second Remarketing, prior to the tenth Business Day before April 15, 2005, in the case of the Third Remarketing, and prior to the tenth Business Day before the Purchase Contract Settlement Date, in the case of the Final Remarketing) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate. The Remarketing Agents shall not incur any liability under this Agreement or the Supplemental Remarketing Agreement to any beneficial owner or holder of Senior Notes, or other securities, either in its individual capacity or as Remarketing Agents for any action or failure to act in connection with the remarketing or otherwise in connection with the transactions contemplated by this Agreement or the Supplemental Remarketing Agreement. The provisions of this Section 9 shall survive any termination of this Agreement and shall also continue to apply to every Remarketing Agent hereunder notwithstanding their resignation or removal.

**Section 10. Indemnification and Contribution.** (a) The Company agrees to indemnify and hold harmless the Remarketing Agents and their respective directors, officers, employees, agents, affiliates and each person, if any, who controls the Remarketing Agents within the meaning of either Section 15 of the 1933 Act or Section 20 of 1934 Act, as discussed below, provided that any such indemnification shall be payable only in connection with any losses, claims, damages, liabilities or expenses which have been incurred or suffered by the relevant indemnified party in connection with any Remarketing Agent performing its obligations and responsibilities hereunder and any acts incidental thereto:

(i) from and against any and all losses, claims, damages, liabilities and expenses whatsoever, joint or several, as incurred, to which such indemnified party may become subject under any applicable federal or state law, or otherwise, and related to, arising out of, or based on (A) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (B) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or pricing supplement or final prospectus or pricing supplement relating to the Senior Notes or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (C) any untrue statement or alleged untrue statement of a material fact contained in any other written information or documents (including, without limitation, any documents incorporated or deemed to be incorporated by reference in any such information or documents), if any, provided by the Company specifically for use in connection with the remarketing of the Senior Notes or any of the transactions related thereto, or (D) any breach by the Company of any of the representations or warranties included or incorporated by reference in this Agreement or the Supplemental Remarketing Agreement, or (E) any failure by the Company to initiate or consummate the remarketing of the Senior Notes (including, without limitation, any Failed Initial Remarketing, Failed Second Remarketing, Failed Third Remarketing or Failed Final Remarketing) or the withdrawal, rescission, termination, amendment or extension of the terms of such remarketing, or (F) any failure on the part of the Company to comply with, or any breach by the Company of, any of the provisions included or incorporated by reference in this Agreement, the Supplemental Remarketing Agreement, the Purchase Contract Agreement, the Corporate Units, the Treasury Units, the Pledge Agreement, the Indenture or the Senior Notes (collectively, the "Operative Documents"), or (G) the remarketing of the Senior Notes or any other transaction contemplated by any of the Operative Documents, or the engagement of the Remarketing Agents pursuant to, or the performance by the Remarketing Agents of the services contemplated by, this Agreement or the Supplemental Remarketing Agreement, whether or not the Initial Remarketing, the Second Remarketing, the Third Remarketing or the Final Remarketing or the reset of the interest rate on the Senior Notes as contemplated herein actually occur;

(ii) from and against any and all losses, claims, damages, liabilities and expenses whatsoever, to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, based upon, or any claim whatsoever related to, any of the foregoing described in clause (i) above if such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, based upon, or of any claim whatsoever related to, any of the foregoing described in clause (i) above, to the extent that any such

expense is not paid under clause (i) or (ii) above.

; provided, however, that the Company will not be liable under Sections

10(a)(i)(E), 10(a)(i)(F) or 10(a)(i)(G) to any indemnified party to the extent that any losses are finally judicially determined to have resulted from such indemnified party's bad faith, gross negligence or willful misconduct; provided, further, that this Section 10(a), as such section relates to the Registration Statement (or any amendment thereto) or any preliminary prospectus supplement or preliminary pricing supplement or final prospectus supplement or final pricing supplement (or any amendment or supplement thereto) shall not apply to any such losses, claims, damages, liabilities or expenses arising out of, or based upon, statements or omissions made in the Registration Statement (or any amendment thereto) or any preliminary prospectus supplement or preliminary pricing supplement or final prospectus supplement or final pricing supplement (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Remarketing Agents in writing expressly for use in the Registration Statement (or any amendment thereto), such preliminary prospectus supplement or preliminary pricing supplement, or such final prospectus supplement or final pricing supplement (or any amendment or supplement thereto); and provided, further, that this Section 10(a), as such section relates to any preliminary prospectus, preliminary prospectus supplement or preliminary pricing supplement, shall not apply on account of any such losses, claims, damages, liabilities or expenses arising from, or based upon, the remarketing of the Senior Notes to any person if a copy of any final prospectus, final prospectus supplement or final pricing supplement was timely made available by the Company to the Remarketing Agents and was not sent or given by or on behalf of the Remarketing Agents to such person, if required by law to have been so delivered, at or prior to the written confirmation of the sale of such Senior Notes to such person, and if such final prospectus, final prospectus supplement or final pricing supplement would have cured the defect giving rise to such losses, claims, damages, liabilities and expenses.

(b) The Remarketing Agents agree that, severally and not jointly, they will indemnify and hold harmless the Company, its directors and each of the officers of the Company who signed the Registration Statement and each Person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act to the same extent as the indemnity contained in subsection (a) of this Section 10, but only with respect to statements or omissions made in the Registration Statement (or any amendment thereto) or any preliminary prospectus or pricing supplement or final prospectus or pricing supplement (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by the Remarketing Agents in writing expressly for use in the Registration Statement (or any amendment thereto), such preliminary prospectus or pricing supplement, or such final prospectus or pricing supplement (or any amendment or supplement thereto).

(c) Promptly after receipt by an indemnified party under subsection

(a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation unless (i) the Company and such indemnified party shall have mutually agreed to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) include both such indemnified party and the Company and such indemnified party shall have been advised by such counsel that a conflict of interest between the Company and such indemnified party may arise and for this reason it is not desirable for the same counsel to represent both the indemnifying party and also the indemnified party (it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all such indemnified parties), in which case the fees and expenses of such counsel shall be at the expense of the Company. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include any acknowledgement or admission of fault, culpability or a failure to act, by or on behalf of any indemnified party

(d) If the indemnification provided for in this Section 10 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages, liabilities or expenses whatsoever (or actions in respect thereof), then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Remarketing Agents on the other from the remarketing of the Senior Notes. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Remarketing Agents on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Remarketing Agents on the other shall be deemed to be in the same respective proportions as the compensation received by the Remarketing Agents under this Agreement bear to the aggregate principal amount of the Senior Notes. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Remarketing Agents on the other and the parties' relative intent,

knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Remarketing Agents agree that it would not be just and equitable if contributions pursuant to this Section 10(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 10(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 10(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 10(d), the Remarketing Agents shall not be required to contribute any amount in excess of the amount by which the total compensation received by the Remarketing Agents under this Agreement exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Remarketing Agents under this Section 10 shall be several and not joint.

(e) Anything herein or in the Supplemental Remarketing Agreement to the contrary notwithstanding, the provisions of this Section 10, and the rights of the Remarketing Agents and the other indemnified parties hereunder, shall be in addition to, and not in limitation of, any rights or benefits (including, without limitation, rights to indemnification or contribution) which the Remarketing Agents or any other indemnified party may have under any other instrument or agreement. The provisions of this Section 10 shall survive any termination of this Agreement and shall continue to apply to the Remarketing Agents and every Remarketing Agent hereunder notwithstanding their resignation or removal.

**Section 11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles thereunder.

**Section 12. Term of Agreement.** (a) Unless otherwise terminated in accordance with the provisions hereof and except as otherwise provided herein, this Agreement shall remain in full force and effect from the date hereof until the first Business Day thereafter on which no Senior Notes are outstanding, or, if earlier, the Business Day immediately following February 15, 2005, in the case of a Successful Initial Remarketing, the Business Day immediately following March 15, 2005, in the case of a Successful Second Remarketing, the Business Day immediately following April 15, 2005, in the case of a Successful Third Remarketing, or the Business Day immediately following the Purchase Contract Settlement Date. Anything herein to the contrary notwithstanding, the provisions of Sections 3, 9, 10 and 12(b) hereof shall survive any termination of this Agreement and remain in full force and effect.

(b) All representations and warranties included or incorporated by reference in this Agreement, or the Supplemental Remarketing Agreement, or contained in certificates of officers of the Company submitted pursuant hereto or thereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Remarketing Agents or any of its controlling persons, or by or on behalf of the Company or the Purchase Contract Agent, and shall survive the remarketing of the Senior Notes.

**Section 13. Successors and Assigns.** The rights and obligations of the Company and the Purchase Contract Agent (both in its capacity as Purchase Contract Agent and as attorney-in-fact) hereunder may not be assigned or delegated to any other person without the prior written consent of the Remarketing Agents, except, with respect to the Purchase Contract Agent, in connection with the appointment of a successor thereto pursuant to the Purchase Contract Agreement. The rights and obligations of the Remarketing Agents hereunder may not be assigned or delegated to any other person without the prior written consent of the Company, except that the Remarketing Agents shall have the right to appoint additional Remarketing Agents as provided herein. This Agreement shall inure to the benefit of and be binding upon the Company, the Purchase Contract Agent and the Remarketing Agents and their respective successors and permitted assigns and the other indemnified parties (as defined in Section 10 hereof) and the successors, permitted assigns, heirs and legal representatives of the indemnified parties. The terms "successors" and "assigns" shall not include any purchaser of Securities or Senior Notes merely because of such purchase. The obligations of the Remarketing Agents under this Agreement are several and not joint.

**Section 14. Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**Section 15. Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any or all jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy or for any other reason, then, to the extent permitted by law, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case, circumstances or jurisdiction, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

**Section 16. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**Section 17. Amendments.** This Agreement or the Supplemental Remarketing Agreement may be amended by any instrument in writing signed by the parties hereto or thereto. The Company and the Purchase Contract Agent agree that they will not enter into, cause or permit any amendment or modification of the Purchase Contract Agreement, the Pledge Agreement, the Securities or any other instruments or agreements relating to the Securities which would materially and adversely affect the rights, duties or obligations of the Remarketing Agents without the prior written consent of the Remarketing Agents. The parties agree that without the Remarketing Agents' prior written consent the Company shall not amend the First Supplemental Indenture or the Senior Notes if such amendment would materially and adversely affect the rights or obligations of the Remarketing Agents or change the remarketing procedures applicable to the Senior Notes.

Section 18. Notices. Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing or transmitted by any standard form of telecommunication, including telephone or telecopy, and confirmed in writing. All written notices and confirmations of notices by telecommunication shall be deemed to have been validly given or made when delivered or mailed, registered or certified mail, return receipt requested and postage prepaid. All such notices, requests, consents or other communications shall be addressed as follows:

**if to the Company, to:**

100 CenturyTel Drive  
Monroe, LA 71203

Attention: Chief Financial Officer Facsimile: 318-388-9000

with a copy to:

Jones, Walker, Waechter, Poitevent, Carrere & Denegre, LLP 201 Saint Charles Avenue  
New Orleans, LA 70170-5100  
Attention: Kenneth J. Najder, Esq. Facsimile: 504-589-8386

**if to the Remarketing Agents, to:**

Banc of America Securities LLC  
9 West 57th Street, 22nd Floor  
New York, NY 10019

Attention: High Grade Debt Capital Markets Transaction Management Facsimile: 212-583-8000

J.P. Morgan Securities Inc.  
270 Park Avenue  
New York, NY 10017  
Attention: High Grade Syndicate Desk - 8th Floor Facsimile: 212-834-6081

Wachovia Securities, Inc.  
One Wachovia Center  
301 South College Street  
Charlotte, NC 28288  
Attention: High Grade Syndicate Desk - 7th Floor Facsimile: 704-383-9165

with a copy to:

Pillsbury Winthrop LLP  
1540 Broadway  
New York, NY 10036  
Attention: Jeffrey J. Delaney, Esq. Facsimile: 212-858-1500

**and if to the Purchase Contract Agent, to:**

Wachovia Bank, National Association  
2525 West End Avenue, Suite 1200  
Nashville, TN 37203

Attention: Caroline Oakes  
Facsimile: 615-341-3927

or to such other address as any of the above shall specify to the other in writing.

Section 19. Information. The Company agrees to furnish the Remarketing Agents with such information and documents as the Remarketing Agents may reasonably request in connection with the transactions contemplated by this Remarketing Agreement and the Supplemental Remarketing Agreement, and make reasonably available to the Remarketing Agents and any accountant, attorney or other advisor retained by the Remarketing Agents such information that parties would customarily require in connection with a due diligence investigation conducted in accordance with applicable securities laws and cause the Company's officers, directors, employees and accountants to participate in all such discussions and to supply all such information reasonably requested by any such person in connection with such investigation.



IN WITNESS WHEREOF, each of the Company, the Purchase Contract Agent and the Remarketing Agents has caused this Agreement to be executed in its name and on its behalf by one of its duly authorized signatories as of the date first above written.

**CENTURYTEL, INC.**

By: /s/ R. Stewart Ewing, Jr.  
-----  
R. Stewart Ewing, Jr.  
Executive Vice President &  
Chief Financial Officer

**CONFIRMED AND ACCEPTED:**

**BANC OF AMERICA SECURITIES LLC**

By: /s/ Lily Chang  
-----  
Name: Lily Chang  
Title: Principal

**J.P. MORGAN SECURITIES INC.**

By: /s/ Robert Bottamedi  
-----  
Name: Robert Bottamedi  
Title: Vice President

**WACHOVIA CAPITAL MARKETS, LLC**

By: /s/ Jim Stenson  
-----  
Name: Jim Stenson  
Title: Managing Director

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
not individually but solely as Purchase  
Contract Agent and as attorney-in-fact for the holders of the Purchase Contracts

By: /s/ Caroline R. Oakes  
-----  
Name: Caroline R. Oakes  
Title: Vice President

## FORM OF SUPPLEMENTAL REMARKETING AGREEMENT

Supplemental Remarketing Agreement dated as of February 2, 2005 among CenturyTel, Inc., a Louisiana corporation (the "Company"), Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States, as Purchase Contract Agent and attorney-in-fact for the Holders of the Purchase Contracts (as such terms are defined in the Purchase Contract Agreement referred to in Schedule I hereto), and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, as remarketing agents and reset agents (the "Remarketing Agents").

NOW, THEREFORE, for and in consideration of the covenants herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Agreement shall have the meanings assigned to them in the Remarketing Agreement dated as of the date hereof (the "Remarketing Agreement") among the Company, the Purchase Contract Agent and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC or, if not defined in the Remarketing Agreement, the meanings assigned to them in the Purchase Contract Agreement or, if not therein defined, the Pledge Agreement.

2. Registration Statement and Prospectus. The Company represents and warrants to the Remarketing Agents as follows: The Company meets the requirements for use of Form S-3. A registration statement on Form S-3 (Registration No. 333-84276), including a prospectus relating to the Securities (as such term is defined on Schedule I hereto) has been (i) prepared by the Company under the provisions of the Securities Act of 1933, as amended (the "1933 Act"), and the rules and regulations thereunder of the Securities and Exchange Commission (the "Commission"); (ii) filed with the Commission; and (iii) declared effective by the Commission. Such Registration Statement, as amended, as of the date hereof, the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the documents incorporated or deemed to be incorporated by reference therein as of the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, are hereinafter called, collectively, the "Registration Statement"; the related prospectus dated April 29, 2002 and prospectus supplement dated April 30, 2002, including the documents incorporated or deemed to be incorporated by reference therein as of the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the preliminary pricing supplement relating to the Securities are hereinafter called, collectively, the "preliminary prospectus" and the related prospectus dated April 29, 2002 and prospectus dated April 30, 2002, including the documents incorporated or deemed to be incorporated by reference therein as of the date hereof, the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the final pricing supplement relating to the Securities to be dated the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as they case may be, are hereinafter called, collectively, the "Prospectus." The Company has or will provide copies of the Registration Statement, the preliminary prospectus and the Prospectus to the Remarketing Agents, and hereby consents to the use of the preliminary prospectus and the Prospectus in connection with the remarketing of the Securities. All references in this Agreement to amendments or supplements to the Registration Statement, the preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), after the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, which is incorporated or deemed to be incorporated by reference in the Registration Statement, the preliminary prospectus or the Prospectus, as the case may be.

3. Provisions Incorporated by Reference. (a) Subject to Section 3(b) hereof, the provisions of the Underwriting Agreement referred to in Schedule I hereto (other than all portions preceding Section 1, Section 1, Section 2, Sections 3(a) and (z), Sections 4 (i), (j), (l), (m) and (o), Sections 5(j), (k) and (m), Section 6, Section 7 and Section 8 thereof) are incorporated herein by reference, mutatis mutandis, and the Company hereby makes the representations and warranties, and agrees to comply with the covenants and obligations, set forth in the provisions of the Underwriting Agreement incorporated by reference herein, as modified by the provisions of Section 3(b) hereof.

(b) With respect to the provisions of the Underwriting Agreement incorporated herein by reference, for the purposes hereof, (i) all references therein to the "Underwriter" or "Underwriters" shall be deemed to refer to the Remarketing Agents and all references to the "Representative" or the "Representatives" shall be deemed to refer to the Remarketing Agents; (ii) for purposes of Section 5 therein, all references therein to the "Securities", "Common Stock", "Issuable Common Stock", "Option Securities" or "Initial Securities" shall be deemed to refer to the Securities as defined herein; (iii) all references therein to the "Closing Date" shall be deemed to refer to the Remarketing Closing Date specified in Schedule I hereto and all references to "Date of Delivery" shall be disregarded; (iv) all references therein to the "Registration Statement," the "Preliminary Prospectus", the "Final Prospectus" or the "Prospectus" shall be deemed to refer to the Registration Statement, the preliminary prospectus and the Prospectus, respectively, as defined herein; (v) except as set forth in clause (ix) hereof all references therein to this "Agreement," the "Underwriting Agreement," "hereof," "herein" and all references of similar import, shall be deemed to mean and refer to this Supplemental Remarketing Agreement; (vi) all references therein to "the date hereof," "the date of this Agreement" "the Execution Date" and all similar references shall be deemed to refer to the date of this Supplemental Remarketing Agreement; (vii) the third sentence of Section 3(j) shall be deleted in its entirety; (viii) the reference in Section 5(g) to "Harvey P. Perry" shall be replaced with a reference to "Stacey W. Goff"; (ix) the term "Transaction Documents" shall be deemed to include this Agreement; (x) for purposes of Sections 5(d), (e) and (i) therein, the references to "the date hereof" and "the Execution Date" shall be deemed to mean "the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be"; (xi) the term "Ancillary Agreements" shall be deemed to refer to the Remarketing Agreement and this Agreement; (xii) Schedule II to the Underwriting Agreement shall be replaced with Schedule II to this Agreement; (xiii) clauses (iv) and

(v) of Section 5(e) shall be revised to read as follows: "(iv) any material adverse change in the financial markets in the United States or elsewhere; or  
(v) the outbreak or escalation of hostilities or other international or national calamity or crisis, if the effect of any such event specified in clause (iv) or  
(v), in the Remarketing Agents' judgment, makes it impracticable or inadvisable to proceed with the remarketing or the delivery of the Securities on the terms and in the manner contemplated in the Prospectus"; (xiv) paragraph 4 of Exhibit A to Underwriting Agreement shall be revised to add a reference to the Remarketing Agreement; (xv) the reference to "or known to me" in the last sentence of paragraph 4 of Exhibit A to the Underwriting Agreement shall be disregarded; (xvi) all references to the Equity Units, the Purchase Contracts and the Issuable Common Stock in paragraphs 2, 3, 6 and 9 of Exhibit B to the Underwriting Agreement shall be disregarded; (xvii) paragraph 7 of Exhibit B to Underwriting Agreement shall be replaced with the following: "The statements under the heading "Description of Debt Securities" in the Registration Statement and the Basic Prospectus and the headings "Description of the Senior Notes" and "Certain United States Federal Income Tax Considerations" in the Final Prospectus are accurate in all material respects and, insofar as such description contains statements constituting a summary of the legal matters or documents referred to therein, such statements fairly summarize the information referred to therein."; and (xviii) the second sentence of the penultimate paragraph of Exhibit B to the Underwriting Agreement shall be revised to read in its entirety as follows: "Accordingly, whenever any statement in this letter is qualified by the phrase "to the best of our knowledge" or "known to us" or a phrase of similar import, such phrase is intended to mean the actual knowledge of information by the lawyers in our firm who have been principally involved in negotiating the subject transaction and preparing the pertinent documents and any other lawyers in our firm having substantial responsibility for managing the client relationship with the Company or overseeing the firm's provision of securities law advice to the Company, but does not include the information that might be revealed if there were to be undertaken a canvass of all lawyers in our firm, a general search of our files, a review of all of the Company's contacts or any other type of independent investigation."

4. Remarketing. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth or incorporated by reference herein and in the Remarketing Agreement, the Remarketing Agents agree to use their reasonable efforts to remarket, in the time and in the manner set forth in Section 2(b) of the Remarketing Agreement, the aggregate principal amount, as the case may be, of Securities set forth in Schedule I hereto at a price of approximately 100.25% (but not less than the Minimum Remarketing Price) of the Treasury Portfolio Purchase Price, in the case of the Initial Remarketing, Second Remarketing, if any, and Third Remarketing, if any, or at a price of approximately 100.25% (but not less than the Minimum Remarketing Price) of the aggregate principal amount of the Securities in the case of the Final Remarketing, if any. In connection therewith, the registered holder or holders thereof agree pursuant to Section 3 of the Remarketing Agreement, in the manner specified in Section 5 hereof, to pay to the Remarketing Agents the Remarketing Fee, payable by deduction from any amount received in connection with such remarketing. Pursuant to the First Supplemental Indenture, the right of each holder of Securities to have Securities tendered for purchase shall be limited to the extent set forth in the second to last sentence of Section 2(b) of the Remarketing Agreement (which is incorporated by reference herein). As more fully provided in Section 2(c) of the Remarketing Agreement (which is incorporated by reference herein), the Remarketing Agents are not obligated to purchase any Securities in the remarketing or otherwise, and neither the Company nor the Remarketing Agents shall be obligated in any case to provide funds to make payment upon tender of Securities for remarketing.

5. Delivery and Payment. (a) Delivery of payment for the remarketed Securities by the purchasers thereof identified by the Remarketing Agents and payment of the Remarketing Fee shall be made on the Remarketing Closing Date (or such later date not later than five Business Days after such date as the Remarketing Agents shall designate), which date and time may be postponed by agreement between the Remarketing Agents and the Company, at the Closing Location (as such term is defined on Schedule I hereto). Delivery of the remarketed Securities and payment of the Remarketing Fee shall be made to the Remarketing Agents against payment by the respective purchasers of the remarketed Securities of the consideration therefor as specified herein, which consideration pursuant to Section 4.6 or 6.3 of the Pledge Agreement and Section 5.3 or 5.4 of the Purchase Contract Agreement shall be paid to the Collateral Agent for the account of the persons entitled thereto by certified or official bank check or checks drawn on or by a New York Clearing House bank and payable in immediately available funds or in immediately available funds by wire transfer to an account or accounts designated by the Collateral Agent.

(b) The remarketed Securities shall be represented by one or more definitive global securities in book-entry form and shall be registered in the name of The Depository Trust Company (or its nominee), and the Company agrees to have such certificates available for inspection, packaging and checking by the Remarketing Agents in New York, New York not later than 1:00 p.m. on the Business Day prior to the Remarketing Closing Date. The Remarketing Agents may modify the settlement procedures with respect to the remarketed Securities in order to facilitate the settlement process.

6. Notices. Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing or transmitted by any standard form of telecommunication, including telephone or telecopy, and confirmed in writing. All written notices and confirmations of notices by telecommunication shall be deemed to have been validly given or made when delivered or mailed, by registered or certified mail, return receipt requested and postage prepaid. All such notices, requests, consents or other communications shall be addressed as follows:

**if to the Company, to:**

100 CenturyTel Drive  
Monroe, LA 71203

Attention: Chief Financial Officer Facsimile: 318-388-9000

with a copy to:

Jones, Walker, Waechter, Poitevent, Carrere & Denegre, LLP 201 Saint Charles Avenue  
New Orleans, LA 70170-5100  
Attention: Kenneth J. Najder, Esq. Facsimile: 504-589-8386

**if to the Remarketing Agents, to:**

Banc of America Securities LLC  
9 West 57th Street, 22nd Floor  
New York, NY 10019

Attention: High Grade Debt Capital Markets Transaction Management Facsimile: 212-583-8000

J.P. Morgan Securities Inc.  
270 Park Avenue  
New York, NY 10017  
Attention: High Grade Syndicate Desk - 8th Floor Facsimile: 212-834-6081

Wachovia Securities, Inc.  
One Wachovia Center  
301 South College Street  
Charlotte, NC 28288  
Attention: High Grade Syndicate Desk - 7th Floor Facsimile: 704-383-9165

with a copy to:

Pillsbury Winthrop LLP  
1540 Broadway  
New York, NY 10036  
Attention: Jeffrey J. Delaney, Esq. Facsimile: 212-858-1500

**and if to the Purchase Contract Agent, to:**

Wachovia Bank, National Association  
2525 West End Avenue, Suite 1200  
Nashville, TN 37203

Attention: Caroline Oakes  
Facsimile: 615-341-3927

or to such other address as any of the above shall specify to the other in writing.

7. Conditions to Obligations of Remarketing Agents. Anything herein to the contrary notwithstanding, the parties hereto agree that the obligations of the Remarketing Agents under this Agreement and the Remarketing Agreement are subject to the satisfaction of the conditions set forth in Section 7 of the Remarketing Agreement (which are incorporated herein by reference), and to the satisfaction, on the Initial Remarketing Date, Second Remarketing Date, Third Remarketing Date or Final Remarketing Date, as the case may be, and the Remarketing Closing Date of the conditions incorporated by reference herein from Section 5 of the Underwriting Agreement (except subparagraphs (j), (k) and (m) thereof) as modified by Section 3(b) hereof (including, without limitation, the delivery of opinions of counsel, officers' certificates and accountants' comfort letters on the terms and conditions therein specified, the accuracy as of the Initial Remarketing Date, Second Remarketing Date, Third Remarketing Date or Final Remarketing Date, as the case may be, and the Remarketing Closing Date of the representations and warranties of the Company included and incorporated by reference herein and the performance by the Company of its obligations under the Remarketing Agreement and this Agreement as and when required hereby and thereby).
8. Indemnity and Contribution. Anything herein to the contrary notwithstanding, the Remarketing Agents shall be entitled to indemnity and contribution on the same terms and conditions as are set forth in Section 10 of the Remarketing Agreement (which is incorporated by reference herein except that all references therein to this "Agreement" shall be deemed to mean and refer to this Supplemental Remarketing Agreement and all references therein to the "Registration Statement," the "preliminary prospectus" and the "final prospectus" shall be deemed to mean and refer to the Registration Statement, the preliminary prospectus and the Prospectus, respectively, as defined herein).
9. Black-Out. Until thirty (30) days from the Initial Remarketing, Second Remarketing, in the event of a Failed Initial Remarketing, or Third Remarketing, in the event of a Failed Second Remarketing, or Final Remarketing, in the event of a Failed Third Remarketing, the Company

will not, without the consent of the Remarketing Agents, offer, sell or contract to sell, or otherwise dispose of, by public offering, or announce the public offering of, any other debt securities of the Company other than (i) up to \$400,000,000 aggregate principal amount of the Company's senior notes and (ii) the incurrence of indebtedness under the Company's credit facilities or through commercial paper issuances.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles thereunder.

11. Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

12. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any or all jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy or for any other reason, then, to the extent permitted by law, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case, circumstances or jurisdiction, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

14. Obligations of the Remarketing Agents. All obligations of the Remarketing Agents under this Agreement shall be several and not joint.

15. Effectiveness of the Remarketing Agreement. Except as may otherwise be specifically set forth herein, the Remarketing Agreement shall otherwise remain in full force and effect.

16. Survival. Anything herein to the contrary notwithstanding, the provisions of Section 8 and this Section 16 shall survive any termination or expiration of this Agreement and remain in full force and effect. The respective indemnities, agreements, representations, warranties and other statements of the Company or the Remarketing Agents, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Remarketing Agents or any of their controlling persons, or by or on behalf of the Company, and shall survive any remarketing of the Securities.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the Remarketing Agents.

Very truly yours,

**CENTURYTEL, INC.**

By:

Name:

Title:

**CONFIRMED AND ACCEPTED:**

**BANC OF AMERICA SECURITIES LLC**

By:

Name:

Title:

**J.P. MORGAN SECURITIES INC.**

By:

Name:

Title:

**WACHOVIA CAPITAL MARKETS, LLC**

By:

Name:

Title:

**WACHOVIA BANK, NATIONAL ASSOCIATION,**

not individually but solely as Purchase  
Contract Agent and as attorney-in-fact  
for the holders of the Purchase Contracts

By:

Name:

Title:

## **SCHEDULE I**

Securities subject to the remarketing: Senior Notes, Series J, due 2007 of CenturyTel, Inc. (the "Securities").

Purchase Contract Agreement, dated as of May 1, 2002 (the "Purchase Contract Agreement") by and between CenturyTel, Inc., a Louisiana corporation, and Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States.

Pledge Agreement dated as of May 1, 2002 (the "Pledge Agreement") by and between CenturyTel, Inc., a Louisiana corporation, JPMorgan Chase Bank N.A., a national banking association, and Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States.

Indenture dated as of March 31, 1994 (the "Senior Indenture") by and between CenturyTel, Inc., a Louisiana corporation, and Regions Bank (successor-in-interest to First American Bank and Trust of Louisiana and Regions Bank of Louisiana), an Alabama state banking corporation, as trustee.

First Supplemental Indenture, dated as of May 1, 2002 (the "First Supplemental Indenture" and, together with the Senior Indenture, the "Indenture") by and between CenturyTel, Inc., a Louisiana corporation, and Regions Bank, an Alabama state banking corporation, as trustee.

Aggregate Principal Amount of Securities: Up to \$500,000,000.

Underwriting Agreement, dated April 30, 2002 (the "Underwriting Agreement") among CenturyTel, Inc. and Goldman Sachs & Co., as Representative of the several Underwriters.

Remarketing Closing Date, Time and Location: 10:00 a.m., New York time, on the third Business Day following the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be (or such other time as the Company and the Remarketing Agents mutually agree), at the offices of Pillsbury Winthrop LLP, 1540 Broadway, New York, New York (the "Closing Location").

## **SCHEDULE II**

### **SUBSIDIARIES**

#### **Name**

**CenturyTel Arkansas Holdings, Inc.**

**CenturyTel of Central Wisconsin, LLC**

**CenturyTel of Evangeline, LLC**

(successor to Evangeline Telephone Company)

**CenturyTel of Arkansas, Inc.**

(formerly named Century Telephone of Arkansas, Inc.)

**CenturyTel of Mountain Home, Inc.**

(formerly named Mountain Home Telephone Co., Inc.)

**CenturyTel of Wisconsin, LLC**

(successor to Century Telephone of Wisconsin, Inc.)

**CenturyTel Midwest-Michigan, Inc.**

(formerly named Century Telephone Midwest, Inc.)

**CenturyTel of Ohio, Inc.**

(formerly named Century Telephone of Ohio, Inc.)

CenturyTel of Alabama, LLC

Spectra Communications Group, LLC

Telephone USA of Wisconsin, LLC

CenturyTel of Washington, Inc.

CenturyTel of Eagle, Inc.

CenturyTel of Midwest-Kendall, LLC

CenturyTel of Montana, Inc.

CenturyTel of Northwest Arkansas, LLC

CenturyTel of Central Arkansas, LLC

CenturyTel Holdings, Inc.

CenturyTel of the Midwest-Wisconsin, LLC

CenturyTel of the Northwest, Inc.

CenturyTel of Michigan, Inc.



CenturyTel of San Marcos, Inc.

CenturyTel Service Group, LLC

**EXECUTION COPY**

**SUPPLEMENTAL REMARKETING AGREEMENT**

Supplemental Remarketing Agreement dated as of February 2, 2005 among CenturyTel, Inc., a Louisiana corporation (the "Company"), Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States, as Purchase Contract Agent and attorney-in-fact for the Holders of the Purchase Contracts (as such terms are defined in the Purchase Contract Agreement referred to in Schedule I hereto), and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC, as remarketing agents and reset agents (the "Remarketing Agents").

NOW, THEREFORE, for and in consideration of the covenants herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Agreement shall have the meanings assigned to them in the Remarketing Agreement dated as of the date hereof (the "Remarketing Agreement") among the Company, the Purchase Contract Agent and Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC or, if not defined in the Remarketing Agreement, the meanings assigned to them in the Purchase Contract Agreement or, if not therein defined, the Pledge Agreement.

2. Registration Statement and Prospectus. The Company represents and warrants to the Remarketing Agents as follows: The Company meets the requirements for use of Form S-3. A registration statement on Form S-3 (Registration No. 333-84276), including a prospectus relating to the Securities (as such term is defined on Schedule I hereto) has been (i) prepared by the Company under the provisions of the Securities Act of 1933, as amended (the "1933 Act"), and the rules and regulations thereunder of the Securities and Exchange Commission (the "Commission"); (ii) filed with the Commission; and (iii) declared effective by the Commission. Such Registration Statement, as amended, as of the date hereof, the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the documents incorporated or deemed to be incorporated by reference therein as of the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, are hereinafter called, collectively, the "Registration Statement"; the related prospectus dated April 29, 2002 and prospectus supplement dated April 30, 2002, including the documents incorporated or deemed to be incorporated by reference therein as of the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the preliminary pricing supplement relating to the Securities are hereinafter called, collectively, the "preliminary prospectus" and the related prospectus dated April 29, 2002 and prospectus dated April 30, 2002, including the documents incorporated or deemed to be incorporated by reference therein as of the date hereof, the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, and the final pricing supplement relating to the Securities to be dated the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as they case may be, are hereinafter called, collectively, the "Prospectus." The Company has or will provide copies of the Registration Statement, the preliminary prospectus and the Prospectus to the Remarketing Agents, and hereby consents to the use of the preliminary prospectus and the Prospectus in connection with the remarketing of the Securities. All references in this Agreement to amendments or supplements to the Registration Statement, the preliminary prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), after the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be, which is incorporated or deemed to be incorporated by reference in the Registration Statement, the preliminary prospectus or the Prospectus, as the case may be.

3. Provisions Incorporated by Reference. (a) Subject to Section 3(b) hereof, the provisions of the Underwriting Agreement referred to in Schedule I hereto (other than all portions preceding Section 1, Section 1, Section 2, Sections 3(a) and (z), Sections 4 (i), (j), (l), (m) and (o), Sections 5(j), (k) and (m), Section 6, Section 7 and Section 8 thereof) are incorporated herein by reference, mutatis mutandis, and the Company hereby makes the representations and warranties, and agrees to comply with the covenants and obligations, set forth in the provisions of the Underwriting Agreement incorporated by reference herein, as modified by the provisions of Section 3(b) hereof.

(b) With respect to the provisions of the Underwriting Agreement incorporated herein by reference, for the purposes hereof, (i) all references therein to the "Underwriter" or "Underwriters" shall be deemed to refer to the Remarketing Agents and all references to the "Representative" or the "Representatives" shall be deemed to refer to the Remarketing Agents; (ii) for purposes of Section 5 therein, all references therein to the "Securities", "Common Stock", "Issuable Common Stock", "Option Securities" or "Initial Securities" shall be deemed to refer to the Securities as defined herein; (iii) all references therein to the "Closing Date" shall be deemed to refer to the Remarketing Closing Date specified in Schedule I hereto and all references to "Date of Delivery" shall be disregarded; (iv) all references therein to the "Registration Statement," the "Preliminary Prospectus", the "Final Prospectus" or the "Prospectus" shall be deemed to refer to the Registration Statement, the preliminary prospectus and the Prospectus, respectively, as defined herein; (v) except as set forth in clause (ix) hereof all references therein to this "Agreement," the "Underwriting Agreement," "hereof," "herein" and all references of similar import, shall be deemed to mean and refer to this Supplemental Remarketing Agreement; (vi) all references therein to "the date hereof," "the date of this Agreement" "the Execution Date" and all similar references shall be deemed to refer to the date of this Supplemental Remarketing Agreement; (vii) the third sentence of Section 3(j) shall be deleted in its entirety; (viii) the reference in Section 5(g) to "Harvey P. Perry" shall be replaced with a reference to "Stacey W. Goff"; (ix) the term "Transaction Documents" shall be deemed to include this Agreement; (x) for purposes of Sections 5(d), (e) and (i) therein, the references to "the date hereof" and "the Execution Date" shall be deemed to mean "the Initial Remarketing Date, the Second Remarketing Date,

the Third Remarketing Date or the Final Remarketing Date, as the case may be"; (xi) the term "Ancillary Agreements" shall be deemed to refer to the Remarketing Agreement and this Agreement; (xii) Schedule II to the Underwriting Agreement shall be replaced with Schedule II to this Agreement; (xiii) clauses (iv) and

(v) of Section 5(e) shall be revised to read as follows: "(iv) any material adverse change in the financial markets in the United States or elsewhere; or

(v) the outbreak or escalation of hostilities or other international or national calamity or crisis, if the effect of any such event specified in clause (iv) or

(v), in the Remarketing Agents' judgment, makes it impracticable or inadvisable to proceed with the remarketing or the delivery of the Securities on the terms and in the manner contemplated in the Prospectus"; (xiv) paragraph 4 of Exhibit A to Underwriting Agreement shall be revised to add a reference to the Remarketing Agreement; (xv) the reference to "or known to me" in the last sentence of paragraph 4 of Exhibit A to the Underwriting Agreement shall be disregarded; (xvi) all references to the Equity Units, the Purchase Contracts and the Issuable Common Stock in paragraphs 2, 3, 6 and 9 of Exhibit B to the Underwriting Agreement shall be disregarded; (xvii) paragraph 7 of Exhibit B to Underwriting Agreement shall be replaced with the following: "The statements under the heading "Description of Debt Securities" in the Registration Statement and the Basic Prospectus and the headings "Description of the Senior Notes" and "Certain United States Federal Income Tax Considerations" in the Final Prospectus are accurate in all material respects and, insofar as such description contains statements constituting a summary of the legal matters or documents referred to therein, such statements fairly summarize the information referred to therein."; and (xviii) the second sentence of the penultimate paragraph of Exhibit B to the Underwriting Agreement shall be revised to read in its entirety as follows: "Accordingly, whenever any statement in this letter is qualified by the phrase "to the best of our knowledge" or "known to us" or a phrase of similar import, such phrase is intended to mean the actual knowledge of information by the lawyers in our firm who have been principally involved in negotiating the subject transaction and preparing the pertinent documents and any other lawyers in our firm having substantial responsibility for managing the client relationship with the Company or overseeing the firm's provision of securities law advice to the Company, but does not include the information that might be revealed if there were to be undertaken a canvass of all lawyers in our firm, a general search of our files, a review of all of the Company's contacts or any other type of independent investigation."

4. Remarketing. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth or incorporated by reference herein and in the Remarketing Agreement, the Remarketing Agents agree to use their reasonable efforts to remarket, in the time and in the manner set forth in Section 2(b) of the Remarketing Agreement, the aggregate principal amount, as the case may be, of Securities set forth in Schedule I hereto at a price of approximately 100.25% (but not less than the Minimum Remarketing Price) of the Treasury Portfolio Purchase Price, in the case of the Initial Remarketing, Second Remarketing, if any, and Third Remarketing, if any, or at a price of approximately 100.25% (but not less than the Minimum Remarketing Price) of the aggregate principal amount of the Securities in the case of the Final Remarketing, if any. In connection therewith, the registered holder or holders thereof agree pursuant to Section 3 of the Remarketing Agreement, in the manner specified in Section 5 hereof, to pay to the Remarketing Agents the Remarketing Fee, payable by deduction from any amount received in connection with such remarketing. Pursuant to the First Supplemental Indenture, the right of each holder of Securities to have Securities tendered for purchase shall be limited to the extent set forth in the second to last sentence of Section 2(b) of the Remarketing Agreement (which is incorporated by reference herein). As more fully provided in Section 2(c) of the Remarketing Agreement (which is incorporated by reference herein), the Remarketing Agents are not obligated to purchase any Securities in the remarketing or otherwise, and neither the Company nor the Remarketing Agents shall be obligated in any case to provide funds to make payment upon tender of Securities for remarketing.

5. Delivery and Payment. (a) Delivery of payment for the remarketed Securities by the purchasers thereof identified by the Remarketing Agents and payment of the Remarketing Fee shall be made on the Remarketing Closing Date (or such later date not later than five Business Days after such date as the Remarketing Agents shall designate), which date and time may be postponed by agreement between the Remarketing Agents and the Company, at the Closing Location (as such term is defined on Schedule I hereto). Delivery of the remarketed Securities and payment of the Remarketing Fee shall be made to the Remarketing Agents against payment by the respective purchasers of the remarketed Securities of the consideration therefor as specified herein, which consideration pursuant to Section 4.6 or 6.3 of the Pledge Agreement and Section 5.3 or 5.4 of the Purchase Contract Agreement shall be paid to the Collateral Agent for the account of the persons entitled thereto by certified or official bank check or checks drawn on or by a New York Clearing House bank and payable in immediately available funds or in immediately available funds by wire transfer to an account or accounts designated by the Collateral Agent.

(b) The remarketed Securities shall be represented by one or more definitive global securities in book-entry form and shall be registered in the name of The Depository Trust Company (or its nominee), and the Company agrees to have such certificates available for inspection, packaging and checking by the Remarketing Agents in New York, New York not later than 1:00 p.m. on the Business Day prior to the Remarketing Closing Date. The Remarketing Agents may modify the settlement procedures with respect to the remarketed Securities in order to facilitate the settlement process.

6. Notices. Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing or transmitted by any standard form of telecommunication, including telephone or telecopy, and confirmed in writing. All written notices and confirmations of notices by telecommunication shall be deemed to have been validly given or made when delivered or mailed, by registered or certified mail, return receipt requested and postage prepaid. All such notices, requests, consents or other communications shall be addressed as follows:

**if to the Company, to:**

100 CenturyTel Drive  
Monroe, LA 71203

Attention: Chief Financial Officer Facsimile: 318-388-9000

with a copy to:

Jones, Walker, Waechter, Poitevent, Carrere & Denegre, LLP 201 Saint Charles Avenue  
New Orleans, LA 70170-5100  
Attention: Kenneth J. Najder, Esq. Facsimile: 504-589-8386

**if to the Remarketing Agents, to:**

Banc of America Securities LLC  
9 West 57th Street, 22nd Floor  
New York, NY 10019

Attention: High Grade Debt Capital Markets Transaction Management Facsimile: 212-583-8000

J.P. Morgan Securities Inc.  
270 Park Avenue  
New York, NY 10017  
Attention: High Grade Syndicate Desk - 8th Floor Facsimile: 212-834-6081

Wachovia Securities, Inc.  
One Wachovia Center  
301 South College Street  
Charlotte, NC 28288  
Attention: High Grade Syndicate Desk - 7th Floor Facsimile: 704-383-9165

with a copy to:

Pillsbury Winthrop LLP  
1540 Broadway  
New York, NY 10036  
Attention: Jeffrey J. Delaney, Esq. Facsimile: 212-858-1500

and if to the Purchase Contract Agent, to:

Wachovia Bank, National Association  
2525 West End Avenue, Suite 1200  
Nashville, TN 37203

Attention: Caroline Oakes  
Facsimile: 615-341-3927

or to such other address as any of the above shall specify to the other in writing.

7. Conditions to Obligations of Remarketing Agents. Anything herein to the contrary notwithstanding, the parties hereto agree that the obligations of the Remarketing Agents under this Agreement and the Remarketing Agreement are subject to the satisfaction of the conditions set forth in Section 7 of the Remarketing Agreement (which are incorporated herein by reference), and to the satisfaction, on the Initial Remarketing Date, Second Remarketing Date, Third Remarketing Date or Final Remarketing Date, as the case may be, and the Remarketing Closing Date of the conditions incorporated by reference herein from

Section 5 of the Underwriting Agreement (except subparagraphs (j), (k) and (m) thereof) as modified by Section 3(b) hereof (including, without limitation, the delivery of opinions of counsel, officers' certificates and accountants' comfort letters on the terms and conditions therein specified, the accuracy as of the Initial Remarketing Date, Second Remarketing Date, Third Remarketing Date or Final Remarketing Date, as the case may be, and the Remarketing Closing Date of the representations and warranties of the Company included and incorporated by reference herein and the performance by the Company of its obligations under the Remarketing Agreement and this Agreement as and when required hereby and thereby).

8. Indemnity and Contribution. Anything herein to the contrary notwithstanding, the Remarketing Agents shall be entitled to indemnity and contribution on the same terms and conditions as are set forth in Section 10 of the Remarketing Agreement (which is incorporated by reference herein except that all references therein to this "Agreement" shall be deemed to mean and refer to this Supplemental Remarketing Agreement and all references therein to the "Registration Statement," the "preliminary prospectus" and the "final prospectus" shall be deemed to mean and refer to the Registration Statement, the preliminary prospectus and the Prospectus, respectively, as defined herein).

9. **Black-Out.** Until thirty (30) days from the Initial Remarketing, Second Remarketing, in the event of a Failed Initial Remarketing, or Third Remarketing, in the event of a Failed Second Remarketing, or Final Remarketing, in the event of a Failed Third Remarketing, the Company will not, without the consent of the Remarketing Agents, offer, sell or contract to sell, or otherwise dispose of, by public offering, or announce the public offering of, any other debt securities of the Company other than (i) up to \$400,000,000 aggregate principal amount of the Company's senior notes and (ii) the incurrence of indebtedness under the Company's credit facilities or through commercial paper issuances.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles thereunder.

11. **Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

12. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any or all jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy or for any other reason, then, to the extent permitted by law, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case, circumstances or jurisdiction, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

14. **Obligations of the Remarketing Agents.** All obligations of the Remarketing Agents under this Agreement shall be several and not joint.

15. **Effectiveness of the Remarketing Agreement.** Except as may otherwise be specifically set forth herein, the Remarketing Agreement shall otherwise remain in full force and effect.

16. **Survival.** Anything herein to the contrary notwithstanding, the provisions of Section 8 and this Section 16 shall survive any termination or expiration of this Agreement and remain in full force and effect. The respective indemnities, agreements, representations, warranties and other statements of the Company or the Remarketing Agents, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Remarketing Agents or any of their controlling persons, or by or on behalf of the Company, and shall survive any remarketing of the Securities.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the Remarketing Agents.

**CENTURYTEL, INC.**

By: /s/ R. Stewart Ewing, Jr.  
-----  
R. Stewart Ewing, Jr.  
Executive Vice President &  
Chief Financial Officer

**CONFIRMED AND ACCEPTED:**

**BANC OF AMERICA SECURITIES LLC**

By: /s/ Lily Chang  
-----  
Name: Lily Chang  
Title: Principal

**J.P. MORGAN SECURITIES INC.**

By: /s/ Robert Bottamedi  
-----  
Name: Robert Bottamedi  
Title: Vice President

**WACHOVIA CAPITAL MARKETS, LLC**

By: /s/ Jim Stenson  
-----  
Name: Jim Stenson  
Title: Managing Director

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
not individually but solely as Purchase  
Contract Agent and as attorney-in-fact for the holders of the Purchase Contracts

By: /s/ Caroline R. Oakes  
-----  
Name: Caroline R. Oakes  
Title: Vice President

## **SCHEDULE I**

Securities subject to the remarketing: Senior Notes, Series J, due 2007 of CenturyTel, Inc. (the "Securities").

Purchase Contract Agreement, dated as of May 1, 2002 (the "Purchase Contract Agreement") by and between CenturyTel, Inc., a Louisiana corporation, and Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States.

Pledge Agreement dated as of May 1, 2002 (the "Pledge Agreement") by and between CenturyTel, Inc., a Louisiana corporation, JPMorgan Chase Bank N.A., a national banking association, and Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States.

Indenture dated as of March 31, 1994 (the "Senior Indenture") by and between CenturyTel, Inc., a Louisiana corporation, and Regions Bank (successor-in-interest to First American Bank and Trust of Louisiana and Regions Bank of Louisiana), an Alabama state banking corporation, as trustee.

First Supplemental Indenture, dated as of May 1, 2002 (the "First Supplemental Indenture" and, together with the Senior Indenture, the "Indenture") by and between CenturyTel, Inc., a Louisiana corporation, and Regions Bank, an Alabama state banking corporation, as trustee.

Aggregate Principal Amount of Securities: Up to \$500,000,000.

Underwriting Agreement, dated April 30, 2002 (the "Underwriting Agreement") among CenturyTel, Inc. and Goldman Sachs & Co., as Representative of the several Underwriters.

Remarketing Closing Date, Time and Location: 10:00 a.m., New York time, on the third Business Day following the Initial Remarketing Date, the Second Remarketing Date, the Third Remarketing Date or the Final Remarketing Date, as the case may be (or such other time as the Company and the Remarketing Agents mutually agree), at the offices of Pillsbury Winthrop LLP, 1540 Broadway, New York, New York (the "Closing Location").

## **SCHEDULE II**

### **SUBSIDIARIES**

#### **Name**

**CenturyTel Arkansas Holdings, Inc.**

**CenturyTel of Central Wisconsin, LLC**

**CenturyTel of Evangeline, LLC**

(successor to Evangeline Telephone Company)

**CenturyTel of Arkansas, Inc.**

(formerly named Century Telephone of Arkansas, Inc.)

**CenturyTel of Mountain Home, Inc.**

(formerly named Mountain Home Telephone Co., Inc.)

**CenturyTel of Wisconsin, LLC**

(successor to Century Telephone of Wisconsin, Inc.)

**CenturyTel Midwest-Michigan, Inc.**

(formerly named Century Telephone Midwest, Inc.)

**CenturyTel of Ohio, Inc.**

(formerly named Century Telephone of Ohio, Inc.)

**CenturyTel of Alabama, LLC**

**Spectra Communications Group, LLC**

**Telephone USA of Wisconsin, LLC**

**CenturyTel of Washington, Inc.**

**CenturyTel of Eagle, Inc.**

**CenturyTel of Midwest-Kendall, LLC**

**CenturyTel of Montana, Inc.**

**CenturyTel of Northwest Arkansas, LLC**

**CenturyTel of Central Arkansas, LLC**

**CenturyTel Holdings, Inc.**

**CenturyTel of the Midwest-Wisconsin, LLC**

**CenturyTel of the Northwest, Inc.**

**CenturyTel of Michigan, Inc.**



**CenturyTel of San Marcos, Inc.**

**CenturyTel Service Group, LLC**

**EXECUTION VERSION**

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**Third Supplemental Indenture**

**Dated as of February 14, 2005**

to

Indenture dated as of March 31, 1994 by and between

**CenturyTel, Inc. and Regions Bank, as Trustee**

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**5% Senior Notes, Series M, due 2015**

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\* This Table of Contents does not constitute part of the Indenture or have any bearing upon the interpretation of any of its terms and provisions.

THIS THIRD SUPPLEMENTAL INDENTURE is made as of the 14th day of February 2005, by and between CENTURYTEL, INC., a Louisiana corporation, having its principal office at 100 CenturyTel Drive, Monroe, Louisiana 71203 (the "Corporation"), and REGIONS BANK (successor-in-interest to First American Bank & Trust of Louisiana and Regions Bank of Louisiana), an Alabama state banking corporation, as trustee (herein called the "Trustee").

**WITNESSETH:**

WHEREAS, the Corporation has heretofore entered into an Indenture, dated as of March 31, 1994 (the "Original Indenture"), with the Trustee;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as amended and supplemented to the date hereof, including by this Third Supplemental Indenture, is herein called the "Indenture";

WHEREAS, under Section 2.01 of the Original Indenture, a new series of Securities may at any time be established in accordance with the provisions of the Original Indenture and the terms of such series may be described in a supplemental indenture executed by the Corporation and the Trustee;

WHEREAS, the Corporation proposes to create under the Original Indenture a new series of Securities;

WHEREAS, additional Securities of other series hereafter established, except as may be limited in the Original Indenture as at the time supplemented and modified, may be issued from time to time pursuant to the Original Indenture as at the time supplemented and modified; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Third Supplemental Indenture and to make it a valid and binding obligation of the Corporation have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE 1**

**5% SENIOR NOTES, Series M, DUE 2015**

Section 1.01 Establishment. There is hereby established a new series of Securities to be issued under the Original Indenture, to be designated as the Corporation's 5% Senior Notes, Series M, due 2015 (the "2015 Notes").

There are to be initially authenticated and delivered \$350,000,000 aggregate principal amount of 2015 Notes. Additional 2015 Notes, without limitation as to amount, and without the consent of the holders of the then Outstanding 2015 Notes, but with the same terms as such Outstanding 2015 Notes (except the issue price and the issue date), may be authenticated and delivered in the manner provided in Section 2.01 of the Original Indenture and such additional 2015 Notes would constitute a single series with such Outstanding 2015 Notes. In addition, additional 2015 Notes may be authenticated and delivered except as expressly provided to the contrary in the Original Indenture. The 2015 Notes may be issued from time to time pursuant to a written order of the Corporation delivered to the Trustee for the authentication and delivery of 2015 Notes pursuant to Section 2.04 of the Original Indenture. The 2015 Notes shall be issued in fully registered form without coupons.

The 2015 Notes shall be in substantially the form set out in Exhibit A hereto, and the form of the Trustee's Certificate of Authentication for the 2015 Notes shall be in substantially the form set forth in Exhibit B hereto.

Each 2015 Note shall be dated the date of authentication thereof and shall bear interest from the Original Issue Date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Section 1.02 Definitions. The following defined terms used herein shall, unless the context otherwise requires, have the meanings specified below. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Original Indenture.

"2015 Notes" shall have the meaning specified in Section 1.01.

"Clearing Agency" means an organization registered as a "Clearing Agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, that is acting as a depositary with respect to the Global 2015 Notes and in whose name, or in the name of a nominee of that organization, shall be registered a global security evidencing the respective rights and obligations of holders in respect of the Global 2015 Notes and which shall undertake to effect book entry transfers and pledges of the Global 2015 Notes.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time the Clearing Agency maintains a direct or indirect custodial relationship or effects book entry transfers and pledges of securities deposited with the Clearing Agency.

"Comparable Treasury Issue" means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (the "Remaining Life") of the 2015 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2015 Notes.

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Global 2015 Notes" shall have the meaning set forth in Section 1.05.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Corporation appoints to act as the Independent Investment Banker from time to time.

"Interest Payment Date" shall have the meaning set forth in Section 1.03(b).

"Original Issue Date" means February 14, 2005.

"Reference Treasury Dealer" means each of Banc of America Securities LLC, J.P. Morgan Securities Inc. and Lehman Brothers Inc. and their respective successors, and one other firm that is a primary U.S. Government securities dealer (each, a "Primary Treasury Dealer") which the Corporation specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Corporation will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Regular Record Date" means, with respect to any Interest Payment Date for the 2015 Notes, the February 1 and August 1 immediately preceding such Interest Payment Date.

"Stated Maturity" shall have the meaning set forth in Section 1.03(a).

"Treasury Rate" means, with respect to any redemption date, the rate per year equal to: (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; provided that, if no maturity is within three months before or after the Remaining Life of the 2015 Notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis, rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

#### Section 1.03 Stated Maturity; Payment of Principal and Interest.

(a) The date upon which the principal of the 2015 Notes shall become due and payable at final maturity, together with any accrued and unpaid interest, is February 15, 2015 (the "Stated Maturity").

(b) Each 2015 Note will bear interest at the rate of 5% per annum, from the Original Issue Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for until the principal thereof is paid or made available for payment, and at the same rate per annum on any overdue principal and premium and (to the extent that the payment of such interest shall be legally enforceable) on any overdue installment of interest, payable on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing on August 15, 2005, to the person in which name such 2015 Note or any predecessor 2015 Note is registered at the close of business on the Regular Record Date.

(c) The amount of interest payable for any period will be computed on the basis of a 360-day year consisting of twelve 30-day months. In the event that any Interest Payment Date, any redemption date or the Stated Maturity falls on a day that is not a Business Day, the required payment of principal, premium, if any, and interest will be made on the next succeeding Business Day as if made on the date that payment was due, and no interest will accrue on the amount so payable for the period from and after such Interest Payment Date, such redemption date or the Stated Maturity, as the case may be, to the date of that payment on that next succeeding Business Day.

Payment of principal of, premium, if any, and interest on the 2015 Notes shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Principal of, premium, if any, and interest on the 2015 Notes will be payable at the office or agency of the Corporation maintained for such purpose as described in Section 1.06 below; provided, however, that payment of interest may be made at the option of the Corporation by check mailed to the address of the Person entitled thereto as such address shall appear in the security register; and, provided, further that, in the case of payments of principal and premium, if any, such 2015 Notes are first surrendered to the Paying Agent.

Notwithstanding the foregoing, as long as the 2015 Notes are represented by Global 2015 Notes pursuant to Section 1.05 hereof, payments of principal of, premium, if any, and interest on the 2015 Notes will be made by wire transfer of immediately available funds to The Depository Trust Company or its nominee as the initial Securityholder of the 2015 Note.

**Section 1.04 Denominations.** The 2015 Notes shall be issuable in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

**Section 1.05 Global 2015 Notes.** The 2015 Notes will be issued initially in the form of one or more global securities (the "Global 2015 Notes"), without interest coupons, registered in the name of The Depository Trust Company or such other Clearing Agency as the Corporation may from time to time designate or its nominee. Unless and until they are exchanged for 2015 Notes in definitive registered form as described below, such Global 2015 Notes may be transferred, in whole but not in part, only to the Clearing Agency or a nominee of the Clearing Agency, or to a successor Clearing Agency selected or approved by the Corporation or to a nominee of such successor Clearing Agency.

If at any time (i) the Clearing Agency notifies the Corporation that it is unwilling or unable to continue as a Clearing Agency for the Global 2015 Notes and no successor Clearing Agency shall have been appointed within 90 days after such notification, (ii) the Clearing Agency at any time ceases to be a clearing agency registered under the Securities Exchange Act of 1934 at any time the Clearing Agency is required to be so registered to act as such Clearing Agency and no successor Clearing Agency shall have been appointed within 90 days after the Corporation's becoming aware of the Clearing Agency's ceasing to be so registered or (iii) the Corporation, in its sole discretion, determines that the Global 2015 Notes shall be so exchangeable, the Corporation will execute, and, subject to Article II of the Original Indenture, the Trustee, upon receipt of a written order therefor, will authenticate and deliver the 2015 Notes in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global 2015 Note or Notes in exchange for such Global 2015 Note or Notes. Upon exchange of the Global 2015 Note or Notes for such 2015 Notes in definitive registered form without coupons, in authorized denominations, the Global 2015 Note or Notes shall be cancelled by the Trustee. Such 2015 Notes in definitive registered form issued in exchange for the Global 2015 Note or Notes shall be registered in such names and in such authorized denominations as the Clearing Agency, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Securities to the Clearing Agency for delivery to the Persons in whose names such Securities are so registered.

**Section 1.06 Paying Agents; Transfer Agents; Place of Payment.**

(a) The paying agent for the 2015 Notes shall initially be the Trustee (in such capacity, the "Paying Agent"), and the place of payment for the 2015 Notes shall initially be the Corporate Trust Office, which as of the date hereof for such purpose is located at 1500 North 18th Street, Monroe, Louisiana. Principal of, premium, if any, and interest with respect to certificated 2015 Notes will be payable at the office or agency of the Corporation maintained for such purpose in the City of Monroe, State of Louisiana or the Borough of Manhattan, the City and State of New York. The Trustee shall also serve as security registrar for the purpose of registering 2015 Notes and transfers or exchanges of 2015 Notes.

(b) The Corporation may from time to time designate one or more additional offices or agencies where 2015 Notes may be presented or surrendered for payment or may be surrendered for registration of transfer or exchange in accordance with Section 4.02 of the Original Indenture; provided that the Corporation shall at all times maintain a Paying Agent and an office or agency where 2015 Notes may be surrendered for registration of transfer or exchange, in each case in the City of Monroe, State of Louisiana or the Borough of Manhattan, The City of New York.

## **ARTICLE 2**

### **REDEMPTION**

**Section 2.01 Redemption Procedures for 2015 Notes.** The 2015 Notes are redeemable in whole or in part at any time and from time to time, at the Corporation's option, at a redemption price equal to the greater of:

(a) 100% of the principal amount of the 2015 Notes to be redeemed; and

(b) the sum of the present values of the remaining scheduled payments of principal and interest on the 2015 Notes to be redeemed (exclusive of interest accrued to the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 20 basis points.

In each case the Corporation will pay any accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The Corporation will mail notice of redemption at least 30 but not more than 60 days before the redemption date to each holder of record of the 2015 Notes to be redeemed at its registered address. The notice of redemption for the 2015 Notes will state, among other things, the amount of 2015 Notes to be redeemed, the redemption date, the redemption price and the place or places that payment will be made upon presentation and surrender of 2015 Notes to be redeemed. Unless the Corporation defaults in the payment of the redemption price, interest will cease to accrue on any 2015 Notes that have been called for redemption at the redemption date.

If less than all of the 2015 Notes are redeemed, the Trustee will be notified at least 45 days before giving notice of redemption, or such shorter period as is satisfactory to the Trustee, of the aggregate principal amount of 2015 Notes to be redeemed and the redemption date. The Trustee will select by lot, or in such other manner it deems fair and appropriate, the 2015 Notes to be redeemed in part.

If the Corporation gives notice as provided in the Original Indenture, and funds for the redemption of any 2015 Notes (or any portion thereof) called for redemption will have been made available on the redemption date referred to in such notice, those 2015 Notes (or any portion thereof) will cease to bear interest on that redemption date and the only right of the holders of those 2015 Notes will be to receive payment of the redemption price.

The 2015 Notes are not redeemable otherwise than as provided in this Section 2.01. The Corporation will notify the Trustee of the redemption price promptly after the calculation thereof, and the Trustee shall have no responsibility for such calculation. Neither the Corporation nor the Trustee shall be required to register the transfer of or exchange the 2015 Notes redeemed pursuant to this Section 2.01.

Section 2.02 No Sinking Fund. The 2015 Notes are not subject to, and do not have the benefit of, any sinking fund.

### **ARTICLE 3**

#### **MISCELLANEOUS PROVISIONS**

Section 3.01 Recitals by Corporation. The recitals in this Third Supplemental Indenture are made by the Corporation only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the 2015 Notes and this Third Supplemental Indenture as fully and with like effect as if set forth herein in full.

Section 3.02 Ratification and Incorporation of Original Indenture. As supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 3.03 Executed in Counterparts. This Third Supplemental Indenture may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed in its name and behalf by its duly authorized officers, all as of the day and year first above written.

**CENTURYTEL, INC.**

By: /s/ Stacey W. Goff

-----  
Name: Stacey W. Goff  
Title: Executive Vice President &  
Secretary

By: /s/ R. Stewart Ewing, Jr.

-----  
Name: R. Stewart Ewing, Jr.  
Title: Senior Vice President &  
Chief Financial Officer

Attest:

/s/ Stacey W. Goff

-----  
Name: Stacey W. Goff  
Title: Executive Vice President  
Secretary

**REGIONS BANK,  
as Trustee**

By: /s/ Jamie G. Lorio

-----  
Name: Jamie G. Lorio  
Title: Senior Vice President



## EXHIBIT A

(Form of Face of 2015 Note)

If the 2015 Note is to be a Global 2015 Note, insert: THIS 2015 NOTE IS A GLOBAL 2015 NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC") OR A NOMINEE THEREOF. THIS 2015 NOTE IS EXCHANGEABLE FOR 2015 NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE CLEARING AGENCY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS 2015 NOTE (OTHER THAN A TRANSFER OF THIS 2015 NOTE AS A WHOLE BY THE CLEARING AGENCY TO A NOMINEE OF THE CLEARING AGENCY OR BY A NOMINEE OF THE CLEARING AGENCY TO THE CLEARING AGENCY OR ANOTHER NOMINEE OF THE CLEARING AGENCY OR TO A SUCCESSOR CLEARING AGENCY OR TO A NOMINEE OF SUCH SUCCESSOR) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.

UNLESS THIS 2015 NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY 2015 NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**CUSIP No. 156700 AJ 5**

\$  
No.

### **CENTURYTEL, INC. 5% SENIOR NOTE, SERIES M, DUE 2015**

CenturyTel, Inc., a Louisiana corporation (the "Corporation," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), on February 15, 2015 (such date is hereinafter referred to as the "Stated Maturity"), and to pay interest on said principal sum, from February 14, 2005 or from the next most recent date to which interest has been paid or duly provided for, semi-annually in arrears, on February 15 and August 15 of each year (each such date, an "Interest Payment Date"), commencing on August 15, 2005, at the rate of 5% per annum until the principal hereof shall have been paid or duly made available for payment and, to the extent permitted by law, to pay interest compounded semi-annually, on any overdue principal and premium, if any, and on any overdue installment of interest at the same rate per annum.

The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year consisting of twelve 30-day months. In the event that any Interest Payment Date, any redemption date or the Stated Maturity falls on a day that is not a Business Day, the required payment of principal, premium, if any, and interest will be made on the next succeeding Business Day as if made on the date that payment was due and no interest will accrue on the amount so payable for the period from and after such Interest Payment Date, such redemption date or Stated Maturity, as the case may be, to the date of that payment on that next succeeding Business Day.

The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this 2015 Note (or one or more predecessor Securities) is registered at the close of business on the Regular Record Date for such interest installment, which shall be the close of business on the first day of the month in which such Interest Payment Date falls. Any such interest installment not punctually paid or duly provided for, on any Interest Payment Date, shall forthwith cease to be payable to the holders at the close of business on such Regular Record Date and may be paid by the Corporation to the Person in whose name this 2015 Note is registered at the close of business on a special record date to be fixed by the Trustee for the payment of such Defaulted Interest, which shall not be more than 15 or less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of such proposed payment, and notice of which shall be given to the holders of the 2015 Notes not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange, if any, on which the 2015 Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Principal of (and premium, if any) and the interest on this 2015 Note shall be payable at the office or agency of the Corporation maintained for that purpose in the City of Monroe, State of Louisiana, or the Borough of Manhattan, The City and State of New York, in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made at the option of the Corporation by check mailed to the address of the Person entitled thereto as such address shall appear in the security register; and provided further, that, in the case of payments of principal and premium, if any, this 2015 Note is first surrendered to the Paying Agent.

Notwithstanding the foregoing, as long as this 2015 Note is represented by a Global 2015 Note, payments of principal of, premium, if any, and interest on this 2015 Note will be made by wire transfer of immediately available funds to The Depository Trust Company or its nominee as the

initial Securityholder of this 2015 Note.

The indebtedness evidenced by this 2015 Note is, to the extent provided in the Indenture, senior and unsecured and will rank in right of payment on parity with all other unsecured and unsubordinated obligations of the Corporation.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS 2015 NOTE SET FORTH ON THE FOLLOWING PAGES HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this 2015 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be duly executed under its corporate seal.

**CENTURYTEL, INC.**

By:

Name:

Title:

By:

Name:

Title:

Attest:

\_\_\_\_\_  
Name:  
Title:

Dated: February 14, 2005

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

**REGIONS BANK, as Trustee**

By:  
**Authorized Officer**

Dated: February 14, 2005

This 2015 Note is one of a duly authorized issue of Securities of the Corporation (the "Securities") issued and issuable in one or more series under an Indenture, dated as of March 31, 1994, as supplemented by the Third Supplemental Indenture dated as of February 14, 2005 (collectively, the "Indenture"), between the Corporation and Regions Bank (successor-in-interest to First American Bank & Trust of Louisiana and Regions Bank of Louisiana), as trustee (the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitation of rights, duties and immunities thereunder of the Corporation, the Trustee and the holders of the Securities issued thereunder and of the terms upon which said Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof as 5% Senior Notes, Series M, due 2015 (the "2015 Notes"). Such series is being initially issued in the aggregate principal amount to \$350,000,000. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

The 2015 Notes are redeemable in whole or in part at any time and from time to time, at the Corporation's option, at a redemption price equal to the greater (a) of 100% of the principal amount of the 2015 Notes to be redeemed; and (b) the sum of the present values of the remaining scheduled payments of principal and interest on the 2015 Notes to be redeemed (exclusive of interest accrued to the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 20 basis points. In each case the Corporation will pay any accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The Corporation will mail notice of redemption at least 30 but not more than 60 days before the redemption date to each holder of record of the 2015 Notes to be redeemed at its registered address. The notice of redemption for the 2015 Notes will state, among other things, the amount of 2015 Notes to be redeemed, the redemption date, the redemption price and the place or places that payment will be made upon presentation and surrender of 2015 Notes to be redeemed. Unless the Corporation defaults in the payment of the redemption price, interest will cease to accrue on any 2015 Notes that have been called for redemption at the redemption date.

If less than all of the 2015 Notes are redeemed, the Trustee will be notified at least 45 days before giving notice of redemption, or such shorter period as is satisfactory to the Trustee, of the aggregate principal amount of 2015 Notes to be redeemed and the redemption date. The Trustee will select by lot, or in such other manner it deems fair and appropriate, the 2015 Notes to be redeemed in part.

If the Corporation gives notice as provided in the Indenture, and funds for the redemption of any 2015 Notes (or any portion thereof) called for redemption will have been made available on the redemption date referred to in such notice, those 2015 Notes (or any portion thereof) will cease to bear interest on that redemption date and the only right of the holders of those 2015 Notes will be to receive payment of the redemption price.

As used herein:

"Comparable Treasury Issue" means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (the "Remaining Life") of the 2015 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2015 Notes.

"Comparable Treasury Price" means, with respect to any redemption date,

(1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Corporation appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Banc of America Securities LLC, J.P. Morgan Securities Inc. and Lehman Brothers Inc. and their respective successors, and one other firm that is a primary U.S. Government securities dealer (each, a "Primary Treasury Dealer") which the Corporation specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Corporation will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per year equal to: (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; provided that, if no maturity is within three months before or after the Remaining Life of the Notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis, rounding to the nearest month; or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate

per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

The 2015 Notes are not subject to, the benefit of, and do not have, any sinking fund.

In case an Event of Default, as defined in the Indenture, with respect to the 2015 Notes shall have occurred and be continuing, the principal of the 2015 Notes may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Corporation and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the Securities of each series affected at the time Outstanding, as defined in the Indenture, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating and of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the holders of the Securities, provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Securities or any series, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the holder of each Security so affected or (ii) reduce the aforesaid percentage of Securities, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of each Security then Outstanding and affected thereby. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the Securities of any series at the time Outstanding, on behalf of the holders of Securities of such series, to waive any past default in the performance of any of the covenants contained in the Indenture, or established pursuant to the Indenture with respect to such series, and its consequences, except a default in the payment of the principal of, or premium, if any, or interest on any of the Securities of such series. Any such consent or waiver by the registered holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of this Security and of any Security issued in exchange hereof or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this 2015 Note or of the Indenture shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay the principal of and interest on this 2015 Note at the times and place and at the rate and in the currency herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this 2015 Note is registrable in the security register, upon surrender of this 2015 Note for registration of transfer at the office or agency of the Corporation for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Corporation and the security registrar and duly executed by, the holder hereof or his attorney duly authorized in writing, and thereupon one or more new 2015 Notes, of this series, of authorized denominations and of like tenor and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Corporation may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

As provided in and subject to the provisions of the Indenture, the holder of this 2015 Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the 2015 Notes, the holders of not less than a majority in aggregate principal amount of the 2015 Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the holders of a majority in aggregate principal amount of 2015 Notes at the time Outstanding a direction inconsistent with such request and shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the holder of this 2015 Note for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

Prior to due presentment of this 2015 Note for registration of transfer, the Corporation, the Trustee, any Paying Agent and any security registrar may deem and treat the Person in whose name this 2015 Note is registered as the absolute owner hereof for all purposes, whether or not this 2015 Note be overdue and notwithstanding the notice of ownership or writing hereon made by anyone other than the security registrar, and neither the Corporation, the Trustee nor any such agent shall be affected by notice to the contrary.

No recourse shall be had for the payment of the principal of or any premium or the interest on this 2015 Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture, against any incorporator, shareholder, affiliate, officer or director, as such, past, present or future, of the Corporation or of any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

The 2015 Notes are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture and subject to the limitations therein set forth, 2015 Notes are exchangeable for a like aggregate principal amount of 2015 Notes of a different authorized denomination, as requested by the holder surrendering the same upon surrender of the 2015 Note or Notes to be exchanged at the office or agency of the Corporation.

This 2015 Note shall be governed by, and construed in accordance with, the internal laws of the State of Louisiana.

**EXHIBIT B**

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

**Regions Bank, as Trustee**

By:  
**Authorized Officer**

**FOR IMMEDIATE RELEASE FOR MORE INFORMATION CONTACT:**

February 9, 2005 Media: Patricia Cameron 318.388.9674 patricia.cameron@centurytel.com Investors: Tony Davis 318.388.9525 tony.davis@centurytel.com

CenturyTel announces pricing of ten-year senior notes offering

MONROE, La . . CenturyTel, Inc. (NYSE Symbol: CTL) announced today that it has agreed to publicly sell \$350 million of 5% Senior Notes, Series M, due 2015. Banc of America Securities LLC, J.P. Morgan Securities Inc. and Lehman Brothers Inc. are serving as joint book-running managers in the offering.

CenturyTel intends to use the net proceeds from the notes offering, together with cash on hand, to finance its proposed purchase of \$400 million of its \$500 million of Senior Notes, Series J, due 2007, approximately \$460 million of which are expected to be remarketed on February 10, 2005, as required under the terms of CenturyTel's outstanding equity units sold in May 2002. The Company expects to announce tomorrow the results of the Series J Note remarketing.

Upon closing of the offering and the remarketing on the terms proposed, CenturyTel's total indebtedness is expected to decrease by \$50 million. The offering is scheduled to close on February 14, 2005.

CenturyTel's long-term debt is rated BBB+ (stable outlook) by Standard & Poor's, Baa2 (stable outlook) by Moody's Investor Services and BBB+ (negative outlook) by Fitch Ratings.

This press release does not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of the securities described herein in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful. Offers and sales of these debt securities may be made only by means of the CenturyTel's prospectus supplement and accompanying prospectus, which may be obtained when available from Banc of America Securities LLC, NC1-027-15-01, 214 North Tryon Street, Charlotte, NC 28255, Attn: Liability Management, (704)-387-1004; J.P. Morgan Securities Inc., 270 Park Avenue, New York, NY 10017, Attn: Investment Grade Syndicate Desk, (212)-834-4533 and Lehman Brothers Inc., 745 Seventh Avenue, New York, NY 10019, Attn: Investment Grade Syndicate Desk (212)-526-9664.

This press release includes certain forward-looking statements. Actual results may differ materially from those in the forward-looking statements. Factors that could affect actual results include but are not limited to the possibility of unforeseen near-term cash requirements or changes in interest rates or general market conditions. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release.

CenturyTel, Inc. (NYSE: CTL) provides a full range of local, long distance, Internet and broadband services to consumers in 22 states. Included in the S&P 500 Index, CenturyTel is a leading provider of integrated communications services to rural areas and smaller cities in the United States. Visit CenturyTel at [www.centurytel.com](http://www.centurytel.com).



**FOR IMMEDIATE RELEASE FOR MORE INFORMATION CONTACT:**

February 11, 2005 Media: Patricia Cameron 318.388.9674 patricia.cameron@centurytel.com Investors: Tony Davis 318.388.9525 tony.davis@centurytel.com

CenturyTel announces remarketing of its senior notes due 2007

MONROE, La. . . CenturyTel, Inc. (NYSE Symbol: CTL) announced today that it has remarketed, at a price of 101.153%, approximately \$460 million of its outstanding \$500 million of Senior Notes, Series J, due 2007, which previously formed a part of the equity units sold by CenturyTel in May 2002. Banc of America Securities LLC, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC are acting as joint remarketing agents.

CenturyTel has agreed to purchase and retire approximately \$400 million of the Series J Notes in connection with the remarketing. The remaining \$100 million of Series J Notes (approximately \$40 million of which will be retained by the current note holders who elected not to participate in the remarketing) will have their annual interest rate reset to 4.628%, which will be effective February 15, 2005.

The remarketing was required under the original terms of CenturyTel's equity units, and is scheduled to close on February 15, 2005. The net proceeds from the remarketed notes will be used to purchase a portfolio of treasury securities that will serve as substitute collateral to secure settlement in May 2005 of the forward stock purchase contracts component of the equity units.

CenturyTel intends to finance its purchase of remarketed notes with the net proceeds from its recently announced offering of \$350 million of Senior Notes, Series M, due 2015, together with cash on hand.

In connection with the retirement of the repurchased notes, the Company expects to incur a one-time pre-tax debt extinguishment charge of approximately \$6.1 million. Upon closing of the offering and remarketing on the terms proposed, CenturyTel's total indebtedness is expected to decrease by approximately \$50 million.

CenturyTel's long-term debt is rated BBB+ (stable outlook) by Standard & Poor's, Baa2 (stable outlook) by Moody's Investor Services and BBB+ (negative outlook) by Fitch Ratings.

This press release does not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of the securities described herein in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful. The remarketing may be made only by means of CenturyTel's pricing supplement and accompanying prospectus supplement and prospectus, which may be obtained when available from Banc of America Securities LLC, NC1-027-15-01, 214 North Tryon Street, Charlotte, NC 28255, Attn: Liability Management, (704)-387-1004; J.P. Morgan Securities Inc., 270 Park Avenue, New York, NY 10017, Attn: Investment Grade Syndicate Desk, (212)-834-4533 and Wachovia Capital Markets, LLC, 301 South College Street, NC 28288, Attn: High Grade Syndicate Desk, (704) 383-7727.

This press release includes certain estimates and forward-looking statements. Actual results may differ materially from those in the estimates and forward-looking statements. Factors that could affect actual results include but are not limited to the possibility of unforeseen near-term cash requirements or changes in interest rates or general market conditions. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release.

CenturyTel, Inc. (NYSE: CTL) provides a full range of local, long distance, Internet and broadband services to consumers in 22 states. Included in the S&P 500 Index, CenturyTel is a leading provider of integrated communications services to rural areas and smaller cities in the United States. Visit CenturyTel at [www.centurytel.com](http://www.centurytel.com).

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