

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and AccuTel of Texas, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent AccuTel of Texas, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that AccuTel of Texas, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

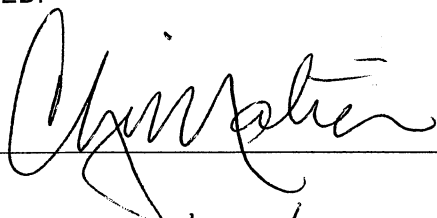
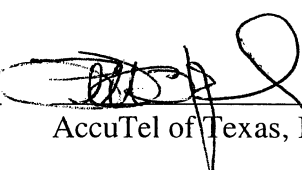
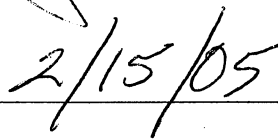
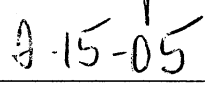
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **AccuTel of Texas, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:

 _____ SBC	 _____ AccuTel of Texas, Inc.
 _____ Date	 _____ Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and ACN Communications Services, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent ACN Communications Services, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that ACN Communications Services, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

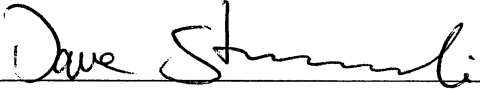
IN WITNESS WHEREOF, SBC Missouri and **ACN Communications Services, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED



SBC Missouri

Dae



ACN Communications Services, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Affordaphone, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Affordaphone, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Affordaphone, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Affordaphone, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:

SBC

Date

Affordaphone, Inc.

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and American Fiber Network, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent American Fiber Network, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that American Fiber Network, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

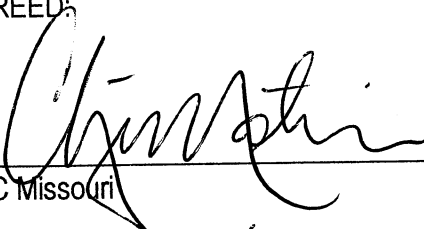
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

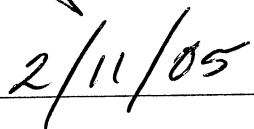
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **American Fiber Network, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

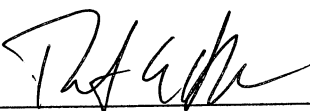
AGREED:



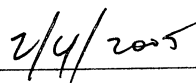
SBC Missouri



Date



American Fiber Network, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and American Fiber Systems, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent American Fiber Systems, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 17, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that American Fiber Systems, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

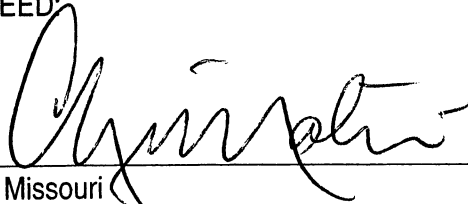
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

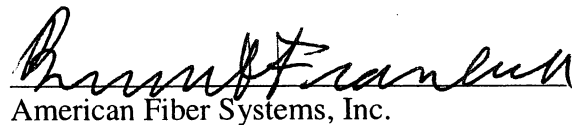
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **American Fiber Systems, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC Missouri

3/23/05
Date


American Fiber Systems, Inc.

3/18/05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and BasicPhone, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent BasicPhone, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that BasicPhone, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

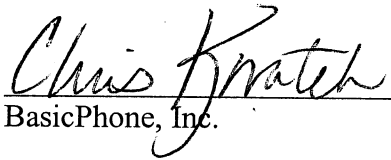
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement. The parties will continue to operate under their existing M2A for 10 business days after the first successor M2A is approved or the date of MFN, whichever occurs first.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **BasicPhone, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC Missouri


BasicPhone, Inc.

1-18-05
Date

1-12-05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Budget Phone, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Budget Phone, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Budget Phone, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

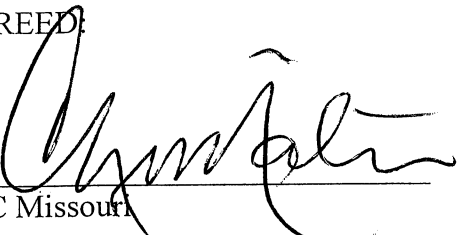
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

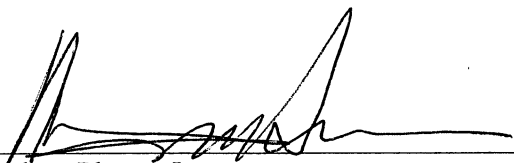
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Budget Phone, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

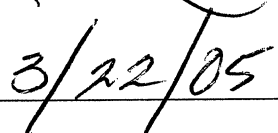
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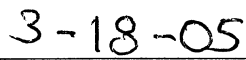
SBC Missouri



Budget Phone, Inc.



Date



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Cbeyond Communications, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Cbeyond Communications, LLC a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Cbeyond Communications, LLC has a successor agreement in place when the M2A expires, the Parties agree as follows:

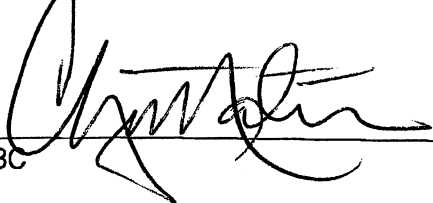
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and Cbeyond Communications, LLC have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC

1-20-05
Date


Cbeyond Communications, LLC

January 18, 2005
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and CenturyTel Solutions, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent CenturyTel Solutions, LLC a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that CenturyTel Solutions, LLC has a successor agreement in place when the M2A expires, the Parties agree as follows:

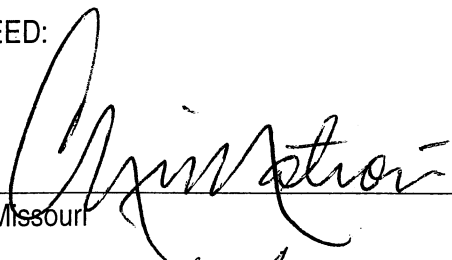
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

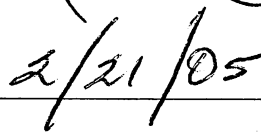
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **CenturyTel Solutions, LLC** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



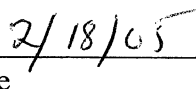
SBC Missouri



Date



CenturyTel Solutions, LLC



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Chariton Valley Telecom Corporation to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Chariton Valley Telecom Corporation a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Chariton Valley Telecom Corporation has a successor agreement in place when the M2A expires, the Parties agree as follows:

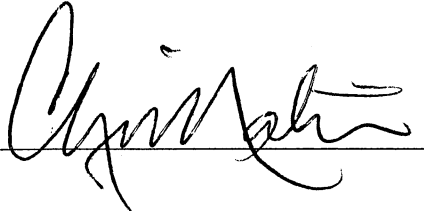
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

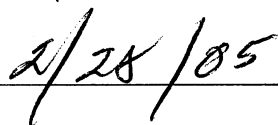
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Chariton Valley Telecom Corporation** have caused this MOU to be signed and delivered by their duly authorized representatives.

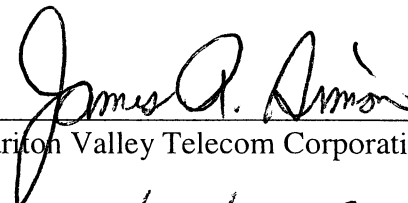
AGREED:



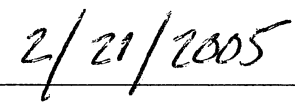
SBC



Date



Chariton Valley Telecom Corporation



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Comm South Companies, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Comm South Companies, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Comm South Companies, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

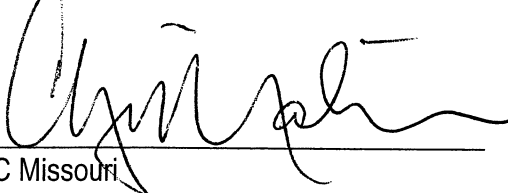
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.


IN WITNESS WHEREOF, SBC Missouri and **Comm South Companies, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



SBC Missouri

3/16/05
Date



Comm South Companies, Inc.

3/4/05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Davidson Telecom, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Davidson Telecom, LLC a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Davidson Telecom, LLC has a successor agreement in place when the M2A expires, the Parties agree as follows:

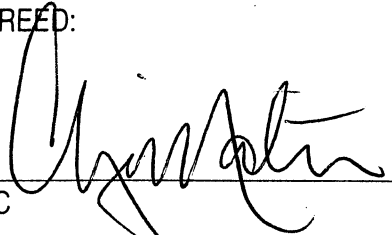
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

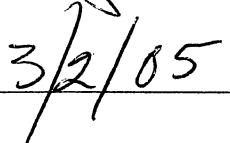
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Davidson Telecom, LLC** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



SBC



Date



Davidson Telecom, LLC



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and DSLnet Communications, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent DSLnet Communications, LLC a Request to Negotiate a successor agreement to the M2A; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that DSLnet Communications, LLC has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement


1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights

under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.


5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and DSLnet Communications, LLC have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED: -



SBC Missouri
12-20-04
CHRIS NATIONS



DSLnet Communications, LLC
12-15-04
Schula Hobbs

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Empire District Industries, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Empire District Industries, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Empire District Industries, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

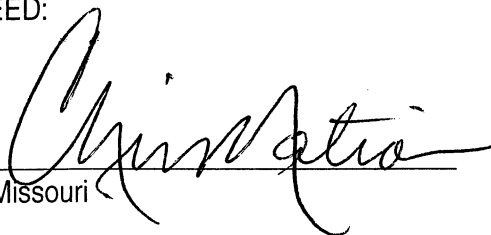
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

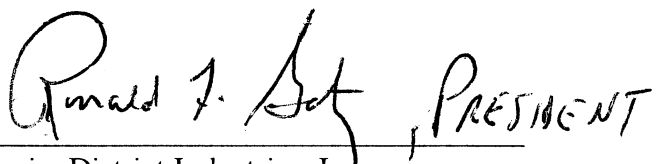
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Empire District Industries, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

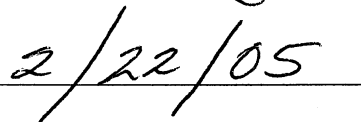
AGREED:



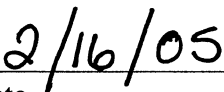
SBC Missouri

 , PRESIDENT

Empire District Industries, Inc.



Date



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Ernest Communications, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Ernest Communications, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Ernest Communications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

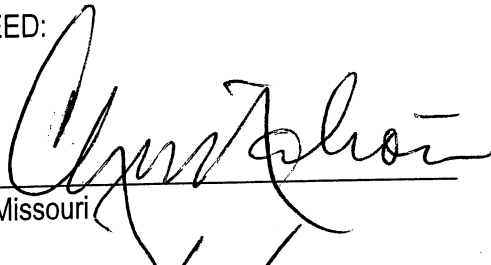
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Ernest Communications, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

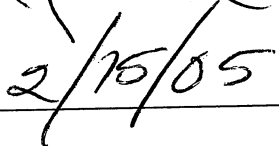
AGREED:



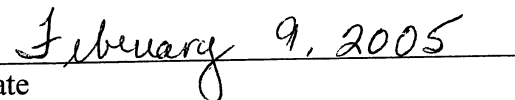
SBC Missouri



Ernest Communications, Inc.



Date



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Everest Midwest Licensee, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Everest Midwest Licensee, LLC a Request to Negotiate a successor agreement to the M2A; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Everest Midwest Licensee, LLC has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

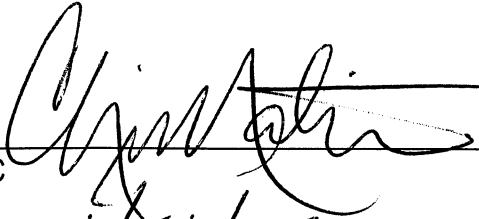
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights

under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.


IN WITNESS WHEREOF, SBC Missouri and **Everest Midwest Licensee, LLC** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



SBC

Date 1/26/05



Everest Midwest Licensee, LLC

Date January 16, 2005

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Excel Telecommunications, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Excel Telecommunications, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Excel Telecommunications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

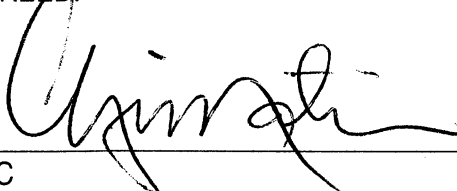
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

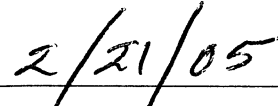
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Excel Telecommunications, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



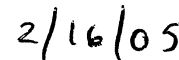
SBC



Date



Excel Telecommunications, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and ExOp of Missouri, Inc. d/b/a Unite to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent ExOp of Missouri, Inc. d/b/a Unite a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that ExOp of Missouri, Inc. d/b/a Unite has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

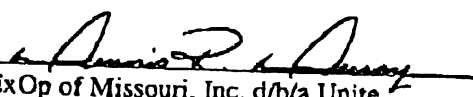
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and ExOp of Missouri, Inc. d/b/a Unite have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC Missouri


ExOp of Missouri, Inc. d/b/a Unite

2/14/05
Date

1-21-05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Fidelity Communications Services III, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Fidelity Communications Services III, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Fidelity Communications Services III, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

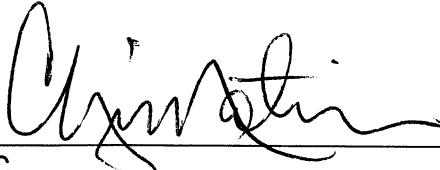
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.


4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Fidelity Communications Services III, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



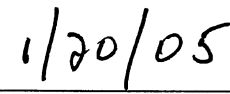
SBC



Date



Fidelity Communications Services III, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Local Line America, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Local Line America, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Local Line America, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

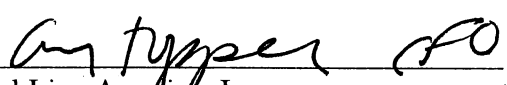
IN WITNESS WHEREOF, SBC Missouri and **Local Line America, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC Missouri

Date

2/25/05


Local Line America, Inc.

Date

2-17-05

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and McLeodUSA Telecommunications Services, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and McLeodUSA are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent McLeodUSA Telecommunications Services, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- McLeodUSA has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that McLeodUSA Telecommunications Services, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

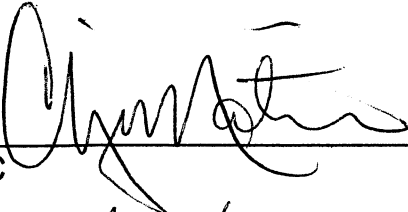
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. McLeodUSA will not be a party to any of the M2A successor agreement arbitration docket(s).
3. McLeodUSA agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If McLeodUSA fails to identify an agreement into which it will MFN by the MFN date, McLeodUSA will be deemed to have selected the first approved successor agreement.

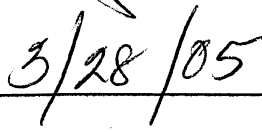
4. Nothing in this agreement precludes McLeodUSA from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **McLeodUSA Telecommunications Services, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



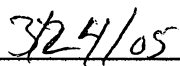
SBC



Date



McLeodUSA Telecommunications Services, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Missouri Network Alliance, L.L.C. ("CLEC") to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Missouri Network Alliance, L.L.C. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Missouri Network Alliance, L.L.C. has a successor agreement in place when the M2A expires, the Parties agree as follows:

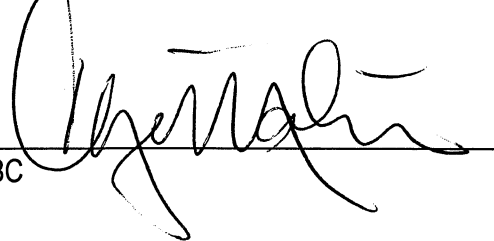
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

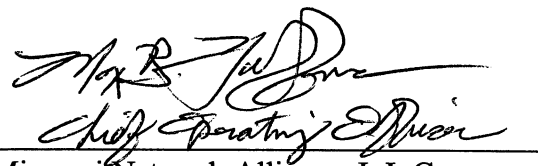
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Missouri Network Alliance, L.L.C.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



SBC



Chief Operating Officer
Missouri Network Alliance, L.L.C.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Missouri Telecom, Inc. ("MTI") to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and MTI are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent MTI a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- MTI does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that MTI has a successor agreement in place when the M2A expires, the Parties agree as follows:

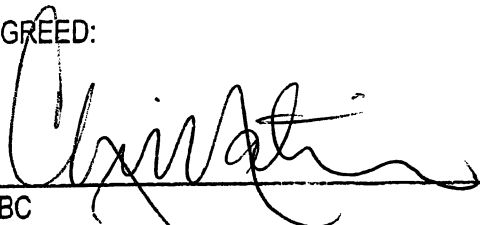
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. MTI will not be a party to any of the M2A successor agreement arbitration docket(s).
3. MTI agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If MTI fails to identify an agreement into which it will MFN by the MFN date, MTI will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes MTI from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

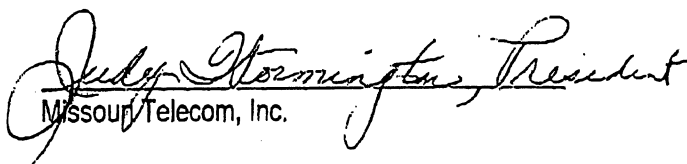
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and Missouri Telecom, Inc. have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC

3/16/05
Date


Missouri Telecom, Inc.

3/16/05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and New Edge Network, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent New Edge Network, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that New Edge Network, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

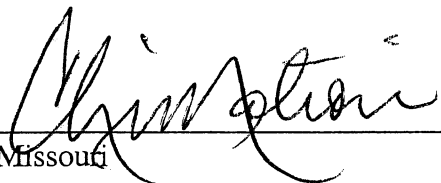
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights. Provided however, any MFN requested prior to the completion of the first successor X2A agreement must be completed in each state where in such MFN

has been requested prior to the MFN date provided in paragraph 3 above. If not, in accordance with 3. above, CLEC will be deemed to have MFN'ed into the first approved successor X2A for that State and the pending MFN request will be deemed as a new request to replace CLEC's successor X2A.

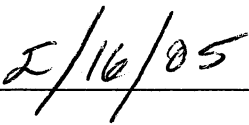
5. Additionally, with regard to negotiations to replace CLEC's M2A, nothing herein shall preclude CLEC from negotiating a successor agreement to such agreement, subject to the time limitations set forth in the Term of the Agreement section (section 4) of such agreement.
6. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
7. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
8. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and New Edge Network, Inc. have caused this MOU to be signed and delivered by their duly authorized representatives. |

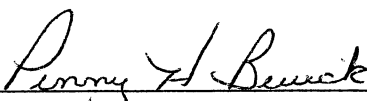
AGREED:



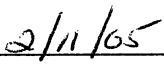
SBC Missouri



Date



New Edge Network, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Nexus Communications, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and Nexus are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Nexus Communications, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- Nexus has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Nexus Communications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

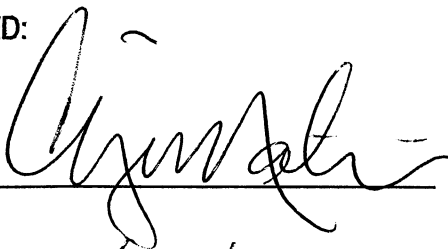
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. Nexus will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Nexus agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If Nexus fails to identify an agreement into which it will MFN by the MFN date, Nexus will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes Nexus from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

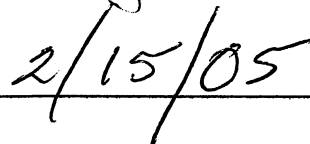
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Nexus Communications, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.


AGREED:



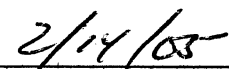
SBC



Date

 VICE PRESIDENT

Nexus Communications, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and NOW Intermedia, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and NOW Intermedia are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent NOW Intermedia, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- NOW Intermedia has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that NOW Intermedia, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. NOW Intermedia will not be a party to any of the M2A successor agreement arbitration docket(s).
3. NOW Intermedia agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If NOW Intermedia fails to identify an agreement into which it will MFN by the MFN date, NOW Intermedia will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes NOW Intermedia from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under

Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **NOW Intermedia, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED

SBC

NOW Intermedia, Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and PNG Telecommunications, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and PNG are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent PNG Telecommunications, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- PNG has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that PNG Telecommunications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

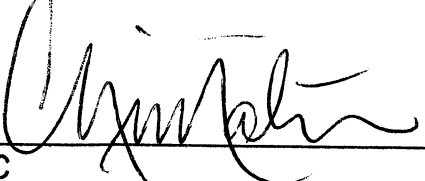
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. PNG will not be a party to any of the M2A successor agreement arbitration docket(s).
3. PNG agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If PNG fails to identify an agreement into which it will MFN by the MFN date, PNG will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes PNG from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

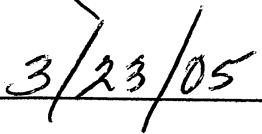
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **PNG Telecommunications, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



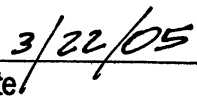
SBC



Date



PNG Telecommunications, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Preferred Carrier Services, Inc. ("PCS") to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and PCS are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent PCS a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding PCS of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- PCS has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that PCS has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

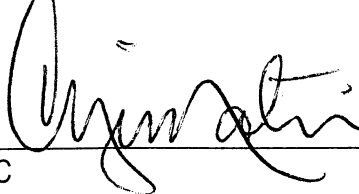
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. PCS will not be a party to any of the M2A successor agreement arbitration docket(s).
3. PCS agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If PCS fails to identify an agreement into which it will MFN by the MFN date, PCS will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes PCS from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under

Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Preferred Carrier Services, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

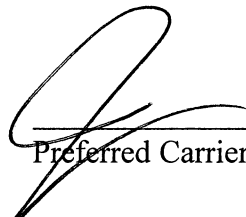
AGREED:



SBC

3/23/05

Date



Preferred Carrier Services, Inc.

3-22-05

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Qwest Communications Corporation to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and Qwest Communications Corporation are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- Qwest Communications Corporation has not engaged in any negotiations with SWBT to replace the M2A and does not currently intend to file for arbitration; and,

In order to insure that Qwest Communications Corporation has a successor agreement in place when the M2A expires, the Parties agree as follows:

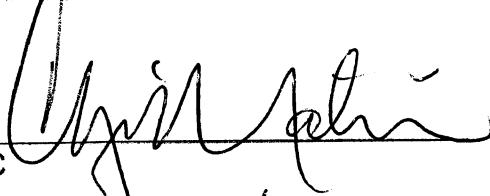
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. Qwest Communications Corporation will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Qwest Communications Corporation agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s), unless QCC exercises its Section 252(i) rights to opt into another interconnection agreement on or before the date specified in this section, which shall be no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If Qwest Communications Corporation fails to identify an agreement into which it will MFN by the MFN date, Qwest Communications Corporation will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes Qwest Communications Corporation from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Qwest Communications Corporation** have caused this MOU to be signed and delivered by their duly authorized representatives.

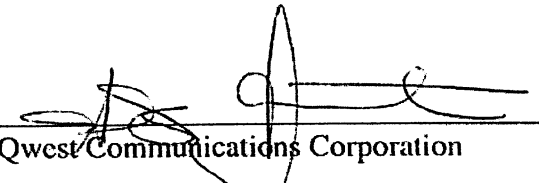
AGREED:



SBC

3/4/05

Date



Qwest Communications Corporation

3/3/05

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Sage Telecom, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 3, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A SWBT sent Sage Telecom, Inc. a Request to Negotiate a successor agreement to the M2A; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Sage Telecom, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

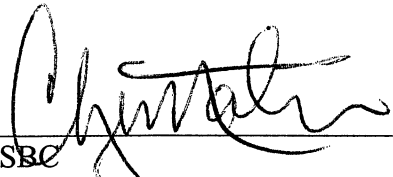
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any

such MFN rights. In addition, nothing in this MOU precludes the parties from entering into a voluntary negotiated agreement that is not subject to arbitration.


5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority to enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. The parties recognize that Sage and SBC have entered into a private commercial agreement for Local Wholesale Complete that was executed on April 21, 2004 as an amendment or modification to the M2A interconnection agreement between Sage and SBC. The parties agree that, notwithstanding the expiration of the current M2A on March 6, 2005, the private commercial agreement for Local Wholesale Complete shall continue in force and effect according to the express terms of the LWC Agreement. With the exception of the LWC Agreement, and any amendments thereto, this MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and Sage Telecom, Inc. have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC
1-12-05

Date


Sage Telecom, Inc.
1-7-05

Date

Robert W. McCausland
Vice President, Regulatory Affairs
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789
(214) 495-4700
Fax (214) 495-4795

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Southern Telecom Network, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and Southern Telecom are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Southern Telecom Network, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- Southern Telecom has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Southern Telecom Network, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

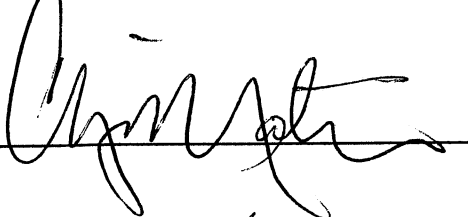
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. Southern Telecom will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Southern Telecom agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If Southern Telecom fails to identify an agreement into which it will MFN by the MFN date, Southern Telecom will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes Southern Telcom from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Southern Telcom Network, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC

2/28/05
Date


Southern Telcom Network, Inc.

2/22/05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Talk America, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and Talk America are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Talk America, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- Talk America has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Talk America, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

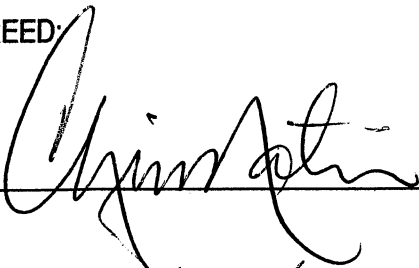
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. Talk America will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Talk America agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If Talk America fails to identify an agreement into which it will MFN by the MFN date, Talk America will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes Talk America from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

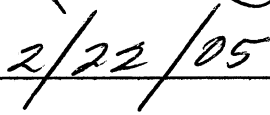
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Talk America, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

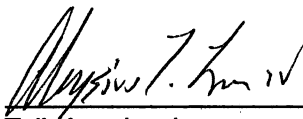
AGREED:




SBC



Date



Talk America, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Tele-Reconnect, Inc. ("CLEC") to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Tele-Reconnect, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Tele-Reconnect, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

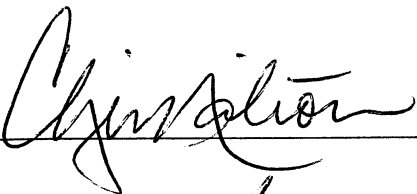
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

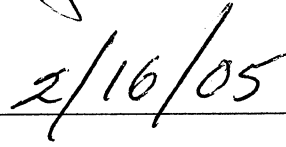
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Tele-Reconnect, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



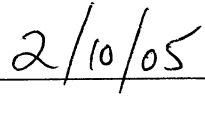
SBC



Date



Tele-Reconnect, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and VarTec Telecom, Inc. to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent VarTec Telecom, Inc. a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that VarTec Telecom, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

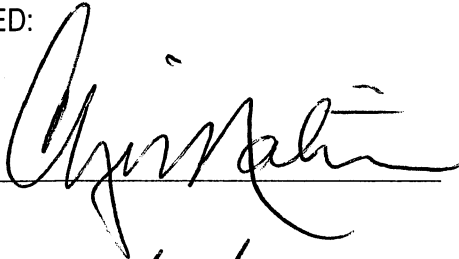
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

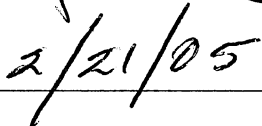
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **VarTec Telecom, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

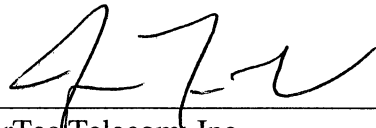
AGREED:



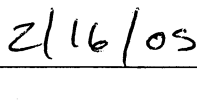
SBC



Date



VarTec Telecom, Inc.



Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Western Communications dba Logix to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent Western Communications dba Logix a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that Western Communications dba Logix has a successor agreement in place when the M2A expires, the Parties agree as follows:

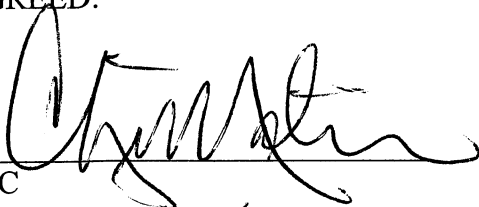
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Western Communications dba Logix** have caused this MOU to be signed and delivered by their duly authorized representatives.

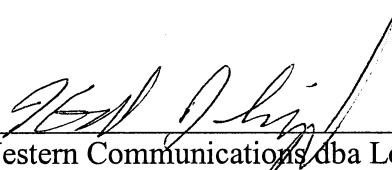
AGREED:



SBC

1/21/05

Date



Western Communications dba Logix

1/18/05

Date

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Z-Tel Communications, Inc. (CLEC) to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A SWBT sent Z-Tel Communications, Inc. a Request to Negotiate a successor agreement to the M2A; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opened on March 6 and closes on March 31, 2005; and,

In order to insure that Z-Tel Communications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

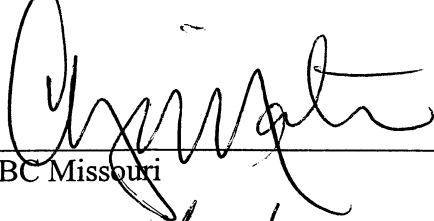
1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the MPSC in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). Every successor agreement will contain the same UNE language as approved by the Commission for the successor agreement(s). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under

Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority to enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **Z-Tel Communications, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:



SBC Missouri

Date

1/14/05



Z-Tel Communications, Inc.

Date

1/10/05