

### MEMORANDUM OF UNDERSTANDING

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

WHEREAS,

- SWBT and Metro Teleconnect 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 Metro Teleconnect 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,
- Metro Teleconnect 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 Metro Teleconnect 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. Metro Teleconnect will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Metro Teleconnect 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 Metro Teleconnect fails to identify an agreement into which it will MFN by the MFN date, Metro Teleconnect will be deemed to have selected the first approved successor agreement.

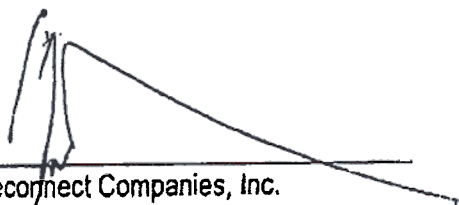
4. Nothing in this agreement precludes Metro Teleconnect from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and 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 **Metro Teleconnect Companies, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:

  
\_\_\_\_\_  
SBC Missouri

4/29/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Metro Teleconnect Companies, Inc.

4/29/05  
\_\_\_\_\_  
Date