

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and CD TELECOMMUNICATIONS, 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 CD TELECOMMUNICATIONS, 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 CD TELECOMMUNICATIONS, 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 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 **CD TELECOMMUNICATIONS, LLC** have caused this MOU to be signed and delivered by their duly authorized representatives.

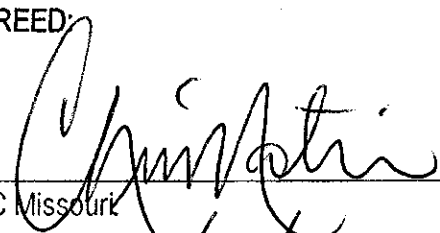
AGREED:

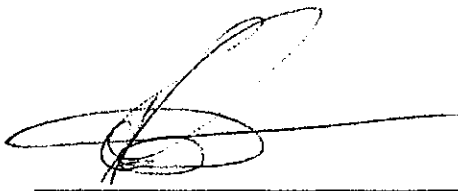
SBC Missouri

CD TELECOMMUNICATIONS, LLC

Date

Date


4/21/05


4-8-05

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Cinergy Communications Company 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 Cinergy Communications Company 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 Cinergy Communications Company has a successor agreement in place when the M2A expires, the Parties agree as follows:

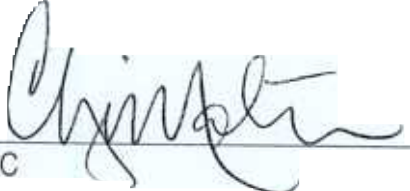
Agreement

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 **Cinergy Communications Company** have caused this MOU to be signed and delivered by their duly authorized representatives.

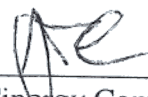
AGREED:



SBC

4/7/05


Date

 as president

Cinergy Communications Company

04/05/05

Date

Approved as to form
Legal
By  Date 3/31/05

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and Ren-Tel 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 Ren-Tel 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,

- Ren-Tel Communications, Inc. 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 Ren-Tel Communications, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

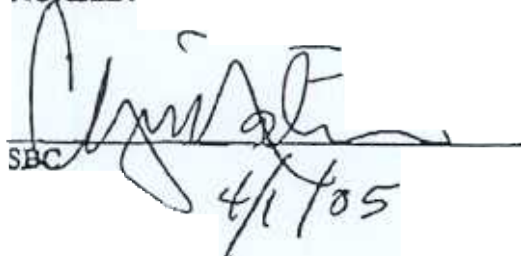
Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. Ren-Tel Communications, Inc. will not be a party to any of the M2A successor agreement arbitration docket(s).
3. Ren-Tel Communications, Inc. 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 Ren-Tel Communications, Inc. fails to identify an agreement into which it will MFN by the MFN date, Ren-Tel Communications, Inc. 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 Ren-Tel Communications, Inc. have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC
4/1/05


Ren-Tel Communications, Inc.

MEMORANDUM OF UNDERSTANDING

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

WHEREAS,

- SWBT and The Phone Connection 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 The Phone Connection, 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 Phone Connection 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 The Phone Connection, Inc. has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

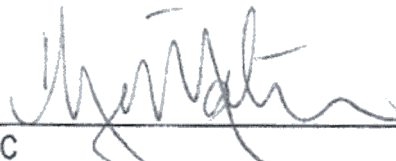
The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.

2. The Phone Connection will not be a party to any of the M2A successor agreement arbitration docket(s).
3. The Phone Connection 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 The Phone Connection fails to identify an agreement into which it will MFN by the MFN date, The Phone Connection will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes The Phone Connection 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 **The Phone Connection, Inc.** have caused this MOU to be signed and delivered by their duly authorized representatives.


AGREED:



SBC

4/19/05

Date



The Phone Connection, Inc.

March 1, 2005

Date