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May 5, 2004

Office of the Secretary
ATTN: Data Center
Missouri Public Service Commission
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

Re: Amendment No. 2 to the Master Interconnection, Collocation and Resale Agreement Between Metro Teleconnect Companies, Inc. and Sprint Missouri, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Sir or Madam:

Please find attached for filing Amendment No. 2 to the Master Interconnection, Collocation and Resale Agreement, dated March 1, 2004, between Metro Teleconnect Companies, Inc. and Sprint Missouri, Inc. The original agreement was approved by the Commission on December 6, 2003, in Case No. TK-2004-0178.

Thank you for your assistance in this matter. If you have any questions, please call me at 913-315-9363.

Very truly yours,

A handwritten signature in black ink, appearing to be "Lisa Creighton Hendricks", written in a cursive style.

Lisa Creighton Hendricks

LCH/sly
enclosure

**AMENDMENT NO. 2 TO THE
MASTER INTERCONNECTION, COLLOCATION AND RESALE
AGREEMENT FOR THE STATE OF MISSOURI**

Between:

**Metro Teleconnect Companies, Inc.
And
Sprint Missouri, Inc.**

This Amendment No. 2 ("Amendment") to the Master Interconnection, Collocation and Resale Agreement ("Agreement") for the State of Missouri, effective March 1, 2004 ("Effective Date") is between Metro Teleconnect Companies, Inc. ("CLEC") and Sprint Missouri, Inc. ("Sprint"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. BACKGROUND

- 1.1. CLEC and Sprint entered into the Agreement on August 15, 2003. The parties modified the Agreement with Amendment No. 1 on October 1, 2003. There are no other amendments to the Agreement.
- 1.2. CLEC and Sprint agree to modify the Agreement as set forth in this Amendment.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

2. AMENDMENT

The Parties agree that the Non Recurring Charges (NRCs) for Suspend/Restore service, appearing in Table One of the Agreement using the same or similar name, are hereby replaced by the following NRCs:

Temporary Suspension of Service for UNE-P/Resale – SUSPEND	\$0.00
Temporary Suspension of Service for UNE-P/Resale – RESTORE	\$21.00

3. GENERAL

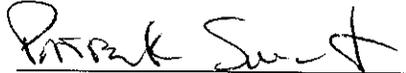
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 2, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

“Sprint”

“CLEC”

Sprint Missouri, Inc.
By: 
Name (typed): William E. Cheek
Title: AVP - Strategic Sales & Account Management
Date: 3/9/04

Metro Teleconnect Companies, Inc.
By: 
Name (typed): PATRICK SMITH
Title: Director
Date: 3/5/04