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**EMBARQ™**

Embarq  
Mailstop: KSOPKJ0401  
5454 West 110th Street  
Overland Park, KS 66211

October 16, 2009

STATE CORPORATION COMMISSION

OCT 19 2009

Susan Duffy  
Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead  
Topeka, Kansas 66604

Re: Interconnection, Collocation, and Resale Agreement by and between Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel and United Telephone Company of Kansas d/b/a Embarq, United Telephone Company of Eastern Kansas d/b/a Embarq, United Telephone Company of Southcentral Kansas d/b/a Embarq, and Embarq Missouri, Inc. d/b/a Embarq (collectively "Embarq")

Dear Ms. Duffy:

Embarq submits this adoption notice for approval of an Interconnection, Collocation and Resale Agreement between Interconnection, Collocation, and Resale Agreement by and between Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel ("CLEC") and Embarq pursuant to the provisions found in 4 CSR 240-3.513(4)(A).

This agreement, to be adopted by CLEC in its entirety, is the same agreement previously approved by the Commission in Case No. 09-UTDT-497-IAT, In the Matter of the Application for Approval of An Interconnection, Collocation and Resale Agreement Between Granite Telecommunications, LLC and United Telephone Company of Eastern Kansas d/b/a Embarq; United Telephone Company of Kansas d/b/a Embarq; United Telephone Company of Southcentral Kansas d/b/a Embarq; and Embarq Missouri, Inc. d/b/a Embarq Pursuant to The Telecommunications Act of 1996.

If you have any questions or concerns, please contact us.

Respectfully,

Craig T. Smith Bar No. 22333  
5454 West 110<sup>th</sup> Street  
Mailstop: KSOPKJ0401  
Overland Park, KS 66211  
Phone: 913-345-6691  
Fax: 913-323-4458  
Email: [craig.t.smith@embarq.com](mailto:craig.t.smith@embarq.com)

Craig T. Smith  
SENIOR COUNSEL  
Voice: (913) 345-6691  
Fax: (913) 345-7885  
[craig.t.smith@embarq.com](mailto:craig.t.smith@embarq.com)

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

**FOR THE STATE OF KANSAS**

**Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel**

**and**

**United Telephone Company of Kansas d/b/a Embarq  
United Telephone Company of Eastern Kansas d/b/a Embarq  
United Telephone Company of Southcentral Kansas d/b/a Embarq  
Embarq Missouri, Inc. d/b/a Embarq**

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel ("CLEC") a Kansas CLEC, and United Telephone Company of Kansas d/b/a Embarq, United Telephone Company of Eastern Kansas d/b/a Embarq, United Telephone Company of Southcentral Kansas d/b/a Embarq, and Embarq Missouri, Inc. d/b/a Embarq (together, "Embarq"), Kansas corporations, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Kansas. Embarq and CLEC may be referred to individually as a "Party" and together as the "Parties."

**NOW THEREFORE**, the Parties agree as follows:

**1. CONDITIONS**

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Kansas entered into by and between Embarq and Granite Telecommunications, LLC, dated November 5, 2008 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

**2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

**3. TERM:**

The End Date of this Agreement is November 5, 2010, which corresponds with the End Date of the Adopted Agreement.

4. **NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to            Director, Contract Management  
Embarq:        Embarq  
                  9300 Metcalf  
                  KSOPKB0402-413  
                  Overland Park, KS 66212

If to            David Aronow  
CLEC:          President  
                  Metropolitan Telecommunications  
                  44 Wall Street, 6<sup>th</sup> Floor  
                  New York, NY 10005  
                  (Tel) 212-607-2003  
                  (fax) 212-635-5074  
                  email: daronow@mettel.net

With a         Senior Attorney  
copy to:        Embarq External Affairs  
                  330 S. Valley View Blvd.  
                  MS: NVLSVB02-211  
                  Las Vegas, NV 89107


With a         Andoni Economou  
copy to:        Executive Vice President  
                  Metropolitan Telecommunications  
                  44 Wall Street, 6<sup>th</sup> Floor  
                  New York, NY 10005  
                  (Tel) 212-607-2004  
                  (Fax) 212-635-5074  
                  email: aeconomou@mettel.net

5. **MISCELLANEOUS**


- 5.1 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 this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

**“Embarq”**

By:   
Name : Michael R. Hunsucker  
Title: Director, Contract Management  
Date: 9-10-09

**“CLEC”**

By:   
Name: David Aronow  
Title: President  
Date: 8-28-09