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EMBARQ™

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

July 9, 2008

Missouri Public Service Commission
Governor Office Building
200 Madison
P.O. Box 360
Jefferson City, MO 65102-0360

Re: Master Interconnection, Collocation, and Resale Agreement by and between
Access Point, Inc. and Embarq Missouri, Inc.
Case No. TK-2008-0275

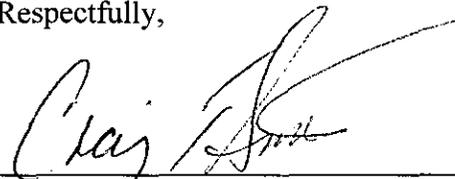
Dear Secretary:

Embarq Missouri, Inc. d/b/a Embarq ("Embarq") submits this adoption notice for approval of a Master Interconnection, Collocation and Resale Agreement between Access Point, Inc. ("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. TK-2008-0275, In Re: The Master Interconnection Collocation and Resale Agreement by and Between Access Point, Inc. and Embarq Missouri, Inc., Order issued April 10, 2008; effective April 20, 2008.

If you have any questions or concerns, please contact Mark Grover at 913-345-6583.

Respectfully,



Craig T. Smith Bar No. 27793
5454 West 110th Street
Mailstop: KSOPKJ0401
Overland Park, KS 66211
Phone: 913-345-6691
Fax: 913-323-4458
Email: craig.t.smith@embarq.com

Enclosure

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

MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Master Interconnection, Collocation and Resale Agreement ("Agreement"), dated March 31, 2008 is entered into by and between Access Point, Inc. ("CLEC"), and Embarq Missouri, Inc. ("Embarq"), which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Missouri.

NOW THEREFORE, the Parties agree as follows:

1. MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the BullsEye Telecom, Inc. Master Interconnection, Collocation and Resale Agreement dated October 15, 2007 (the "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 BullsEye Telecom, Inc., whereas 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:

This Agreement shall have a termination date of October 14, 2009 which corresponds with the termination date of the Adopted Agreement.

4. NOTICES:

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

To CLEC : Richard Brown- CEO
Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, NC 27518

To Embarq: Director, Local Wholesale Markets- Interconnection Mgmt.
Embarq
9300 Metcalf
Overland Park, KS 66212

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

ACCESS POINT, INC.

EMBARQ

By: Richard E. Brown

By: William E. Check

Name: Richard Brown

Name: William E. Check

Title: CEO

Title: President - Wholesale Markets

Date: 3/20/08

Date: 3/29/08