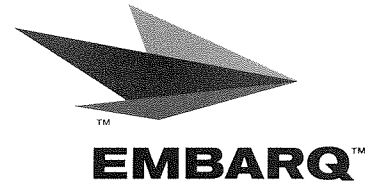


Voice | Data | Internet | Wireless | Entertainment



Embarq Corporation
Mailstop: FLTLH00201
1313 Blair Stone Road
Tallahassee, FL 32301
EMBARQ.com

July 26, 2006

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850


Re: Approval of Amendment No. One to Interconnection, Unbundling, Resale and Collocation Agreement between Embarq Florida, Inc. and Embarq Communications, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing Amendment No. One to the Interconnection, Unbundling, Resale and Collocation Agreement between Embarq Florida, Inc. and Embarq Communications, Inc. which was filed with the Commission in Docket No. 060382-TP.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,


Nancy Schnitzer

cc: Director Product Marketing
Embarq
9300 Metcalf Mailstop KSOPKB0501-513
Overland Park, KS 66212

Enclosure

Nancy R. Schnitzer
REGULATORY AFFAIRS
LAW & EXTERNAL AFFAIRS
Voice: (850) 599-1276
Fax: (850) 878-0777
nancy.schnitzer@embarq.com

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
EMBARQ COMMUNICATIONS, INC. AND EMBARQ FLORIDA, INC.**

This Amendment is made this — day of July, 2006, by and between Embarq Communications, Inc. (“CLEC”) and Embarq Florida, Inc. (formerly known as Sprint – Florida, Incorporated “Embarq”).

1. BACKGROUND

CLEC and Sprint – Florida, Incorporated entered into an Interconnection Agreement (“Agreement”) on March 10th, 2006 for the state of Florida.

Sprint – Florida, Incorporated changed its name to Embarq Florida, Inc. and the Parties desire that the Agreement be amended to reflect the correct corporate entity name.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

2. AMENDMENT

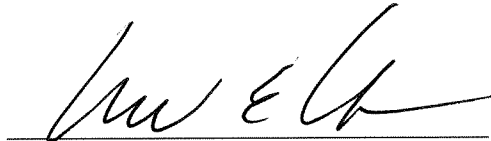
The name of Sprint – Florida, Incorporated in the Agreement is hereby deleted throughout the Agreement and replaced with Embarq Florida, Inc.

3. GENERAL

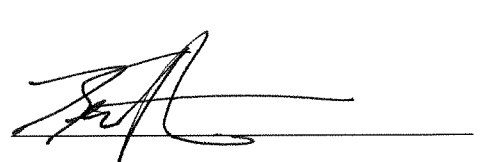
- A. Other than as set forth above, the Agreement remains unchanged and in full force and effect.
- B. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
- C. This Amendment No. 1 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 the year and day first written above.

SPRINT

By: 
Name (typed): William E. Cheek
Title: President – Wholesale Markets
Date: 7/14/06

CLEC

By: 
Name (typed): Kenneth Wyatt
Title: Vice President
Date: 23 July '06