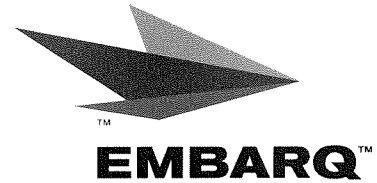


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Embarq Corporation
Mailstop: FLTLH00102
1313 Blair Stone Rd.
Tallahassee, FL 32301
EMBARQ.com

May 17, 2007

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Approval of Amendment No. 1 to Interconnection Agreement between Embarq Florida, Inc. and Bright House Networks Information Service (Florida), LLC

Dear Ms. Cole:

Please find enclosed for approval and filing of the original signed Amendment No. 1 Agreement between Embarq Florida, Inc. and Bright House Networks Information Services (Florida),

If you have any questions on this matter, please contact me at 850-599-1560.

Sincerely,

Susan S. Masterton

cc: Bright House Networks Information Service (Florida), LLC
12973 Telecom Parkway, Suite #200
Tampa, Florida 33637
Attention: Carrie Management – Marva Brown Johnson

Enclosure

Susan S. Masterton
COUNSEL
LAW AND EXTERNAL AFFAIRS- REGULATORY
Voice: (850) 599-1560
Fax: (850) 878-0777

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC
AND
EMBARQ FLORIDA, INC.**

This Amendment is effective the **20th** day of **April, 2007**, by and between **Bright House Networks Information Services (Florida), LLC** ("CLEC"), a Delaware limited liability company, and **Embarq Florida, Inc.** ("Embarq"), a Florida corporation.

BACKGROUND

CLEC and Embarq entered into an Interconnection Agreement effective April 1, 2007, for the state of **Florida** (the "Agreement").

Embarq is willing to establish new bi-directional trunking and convert CLEC's directionalized trunking arrangements to bi-directional trunking arrangements and to implement bi-directional trunking (Rate Code 16 trunks).

CLEC desires to establish new bi-directional trunking or convert certain trunking arrangements from directionalized to bi-directional trunking.

In consideration of the terms and conditions contained in this Amendment No. 1, the Parties agree to the following:

1. AMENDMENT

- 1.1. The implementation of bi-directional trunking and the conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties will work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the establishment and conversion of trunking arrangements (the "Bi-directional Trunking Plan").
- 1.2. The new bi-directional trunking and the trunks to be converted from directionalized to bi-directional arrangements will be identified in the Bi-directional Trunking Plan.
- 1.3. CLEC will convert tandem Rate Code (R.C.) 12 and 14 as well as end office R.C. 12 and 14 trunks (which subtend the tandem), as identified in the Conversion Plan(s), to R.C. 16 Bi-directional Trunking. These trunks will be identified in the Bi-directional Trunking Plan (s).
- 1.4. Any new interconnections meeting the requirements for direct end office trunking will be established with a R.C. 16 Trunk Group.
- 1.5. For an end office that is not in the same local calling area as the tandem that it subtends, CLEC must establish direct trunk connections to that end office within ninety (90) days of traffic reaching a DS1 level.
- 1.6. In addition to applicable tariff/contract rates, CLEC will pay the conversion charges listed in Table 1 to compensate Embarq for the labor involved in conversion.

2. GENERAL

- 2.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect.

- 2.2. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
- 2.3. This Amendment No. 1 executed by authorized representatives of Embarq 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.

CLEC:

EMBARQ:

**Bright House Networks Information Services
(Florida), LLC**

Embarq Florida, Inc.

By: 

By: 

Name
(typed):

Wendell Register

Name
(typed):

Emeric W. Kapka

Title:

VP, CLEC Operations

Title:

Director -- Contract Management

Date:

04/25/07

Date:

04/30/2007

Table 1: Bi-Directional Trunking Conversion Charge per T1 Facility
(Conversion from Uni-directional to Bi-Directional Trunks)

STATE	NRC (per T1)
FL	\$ 33.94