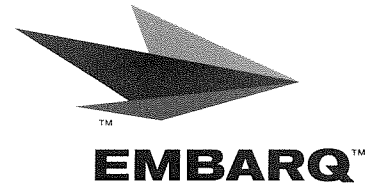


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Embarq Corporation
Mailstop: FLTLH00201
1313 Blair Stone Road
Tallahassee, FL 32301
EMBARQ.com

October 31, 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 DSLnet Communications, L.L.C.

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, formerly known as Sprint-Florida, Incorporated, and DSLnet Communications, L.L.C. which was approved by the Commission in Docket No. 060315.

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

Sincerely,

Nancy Schnitzer

cc: Schula Hobbs
Sr. Manager – Regulatory Affairs
545 Long Wharf Drive, 5th Floor
New Haven, CT 06511

Enclosure

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

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

Amendment No. 1

This Amendment No. 1 ("Amendment"), effective October 16, 2006 is entered into by and between DSLnet Communications, L.L.C. ("CLEC") and Embarq Florida, Inc. ("Embarq"), formerly known as Sprint-Florida, Incorporated. Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, CLEC and Embarq, then known as Sprint, entered into an Interconnection, Collocation and Resale Agreement dated March 1, 2006 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to incorporate terms, conditions and rates specifically applicable to Embarq-Provisioned Collocation Arrangements established prior to the Effective Date of the Agreement;

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

1. TERMS AND CONDITIONS

1.1. For CLEC's collocation arrangements that were installed by Embarq prior to the effective date of this Agreement the following terms, conditions and rates shall apply in addition to the collocation terms in Part K of the Agreement.

1.2. Collocation arrangements provisioned by Embarq prior to the Agreement are identified as follows:

Winter Park – WNPFLXAPS0
Lake Brantley – LKBRFLXADS1.

1.3. For the existing physical elements included in the Collocation arrangements listed in 1.2., the rates indicated in section 2 of this Amendment will apply.

1.4. In the event CLEC desires any modifications or augmentation to the Embarq-provisioned Collocation Space or desires to decommission the use of the Embarq-provisioned Collocation Space, the terms and conditions found in Part K of the Agreement and associated rates and charges found in Table Two of the Agreement will apply.

1.5. In the event CLEC desires to decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Embarq will perform the work to decommission CLEC's collocation arrangement that was installed by Embarq.

2. RATES AND CHARGES

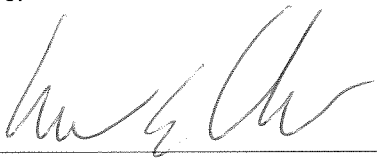
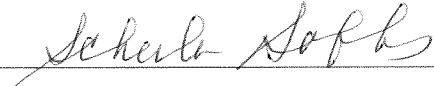
2.1. The following rates and charges shall apply:

Physical Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	\$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	\$ 2.93
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	\$ 25.85
Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Cross Connect Facilities		
DS0 Switchboard Cable (per 100-Pair Cable)	-	\$ 36.59
DS1 Cross Connect Cable (per DS1 in 28-pack Increments)	-	\$ 4.45
DS3 Cross Connect Cable (per DS3 in 12-pack Increments)	-	\$ 53.55
Optical Cross-Connect (per 4-Fiber Cable)	-	\$ 15.98

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. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
- 3.3. 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 effective the year and day first written above.

EMBARQ		CLEC	
By: _____		By: _____	
Name: <u>William E. Cheek</u>		Name: <u>Schula Hobbs</u>	
Title: <u>President – Wholesale Markets</u>		Title: <u>Director - Regulatory Affairs</u>	
Date: <u>10/15/06</u>		Date: <u>10-10-06</u>	