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June 25, 2013

VIA ELECTRONIC AND OVERNIGHT MAIL

Chairman, Tennessee Regulatory Authority
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Approval of a ICC VoIP Amendment No. 2 to the Interconnection Agreement between United Telephone Southeast LLC d/b/a CenturyLink, and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Telephone
Docket No. 13-00082

Dear Ms. Dillon:

On May 28, 2013, United Telephone Southeast LLC d/b/a CenturyLink filed a Petition for Approval of an ICC VoIP Amendment No. 2 to the Interconnection Agreement between CenturyLink and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone. Unfortunately, Amendment No. 1 inadvertently was never filed. Per John Hutton of the Tennessee Regulatory Authority, CenturyLink is hereby submitting for filing Amendment No. 1 for inclusion in the above-referenced docket. A check in the amount of \$50.00 is enclosed for filing fees for each company.

CenturyLink has electronically filed this agreement and this is the required follow-up to that filing. CenturyLink is not aware of any provision in this amendment that may be inconsistent with any previous Authority decisions in proceedings to which CenturyLink was a party. Please contact me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sue Benedek".
Sue Benedek

ZEB/jrh
enclosures

cc: John Hutton (*on behalf of Tennessee Regulatory Authority*)
Pam Wescott (*on behalf of CenturyLink*)

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone
AND
United Telephone Southeast LLC d/b/a Embarq**

This Amendment, effective the 10th day of August, 2008, by and between Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone, a Delaware Limited liability company, ("CLEC") and United Telephone Southeast LLC d/b/a Embarq, a Virginia corporation ("Embarq").

BACKGROUND

CLEC and Embarq entered into an Interconnection Agreement on January 25, 2008 for the state of Tennessee (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 wants 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 Parties understand that 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 agree to 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 Parties agree that 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 agrees to convert tandem 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. The Parties agree that these trunks will be identified in Bi-directional Trunking Plan (s).
- 1.4 In addition to applicable tariff/contract rates, CLEC agrees to pay the conversion charges listed in Table 1 to compensate Embarq for the labor involved in conversion.
- 1.5 Section 51 will be deleted and replaced with the following Section 51.

51 Local Interconnection Trunk Arrangement

- 51.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

51.1.1 The Parties shall make available to each other two-way (bi-directional) trunks or one-way directionalized trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

51.1.1.1 The Parties agree to use two-way bi-directional trunks absent engineering or billing issues. Upon request of either Party, the Parties shall initiate planning for the transition from directionalized one-way trunks to two-way bi-directional trunking absent engineering or billing issues. The Parties shall transition all one-way directionalized trunks established under this Agreement. The Parties shall make commercially reasonable efforts to complete the transition within six months of either Party's request to initiate planning for the transition.

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.

Embarq

CLEC

By: Mike Hunsucker
Name (typed): Michael R. Hunsucker
Title: Director – Contract Management
Date: 9/2/08

By: Susan Jin-Davis
Name (typed): Susan Jin-Davis
Title: Vice President – Corp. Dev.
Date: 8/25/08

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
IN	\$ 28.10
KS	\$ 32.76
MN	\$ 31.86
MO	\$ 32.55
NC-C	\$ 34.71
NC-CT&T	\$ 35.42
NE	\$ 32.77
NJ	\$ 32.21
NV	\$ 41.98
OH	\$ 32.87
OR	\$ 30.92
PA	\$ 33.85
SC	\$ 33.38
TN	\$ 33.43
TX-C	\$ 32.33
TX-U	\$ 32.39
VA-C	\$ 32.95
VA-U	\$ 32.29
WA	\$ 32.36
WY	\$ 32.77