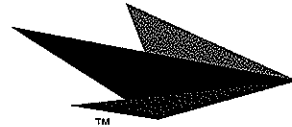


Voice | Data | Internet | Wireless | Entertainment



EMBARQ™

Embarq
902 Wasco Street
Hood River, OR 97031
EMBARQ.com

August 1, 2007

Ms. Cheryl Walker
Oregon Public Utility Commission
550 Capitol Street NE #215
PO Box 2148
Salem, OR 97308-2148

Dear Ms. Walker:

Please find enclosed the original and two copies of replacement page 12 of ARB 807, Master Resale Agreement between FLATEL, Inc. and United Telephone Company of the Northwest d/b/a Embarq. Embarq is correcting an error in Section 17 with regard to referencing the State of Oregon rather than the State of Kansas as originally submitted. Embarq respectfully requests that the corrected page 12 replace the original sheet 12.

Should you have any questions concerning this submission or need additional information, please contact Barb Young at (541) 387-9850 or by email at Barbara.c.young@embarq.com

Sincerely,

Barbara Young

enclosures

Barbara C. Young
MANAGER - GOVERNMENT AFFAIRS OR WA
Voice: (541) 387-9850
Fax: (541) 387-9753
Barbara.C.Young@embarq.com

written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

- 14.8. Except as otherwise expressly provided in this §14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

15. DISCLAIMER OF WARRANTIES

- 15.1. **EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.**

16. ASSIGNMENT AND SUBCONTRACT

- 16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 16.2. Except as provided in §16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

- 17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Oregon, without regard to its conflicts of laws principles, shall govern.

18. RELATIONSHIP OF PARTIES

- 18.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. NO THIRD PARTY BENEFICIARIES

- 19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those