



Mary K. Keyer
General Attorney
Kentucky Legal Department

AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

T 502-582-8219
F 502-582-1573
mary.keyer@att.com

February 2, 2012

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Amendment

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendment. The document has been electronically filed with the Commission.

SE Acquisitions, LLC
d/b/a Lightyear Network Solutions of Kentucky
f/k/a SouthEast Telephone Inc.
Interconnection Amendment
Case No. 00524

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mary K. Keyer

Enclosure

1020794

**AMENDMENT TO THE AGREEMENT
BETWEEN
SOUTHEAST TELEPHONE, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T") and SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky successor to SouthEast Telephone, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective February 12, 2009 and as subsequently amended (the "Agreement"); and

WHEREAS, on March 28, 2007, the Kentucky Public Service Commission issued an Order in Case No. 2006-00316 requiring AT&T to permit physical collocation of equipment beyond the premises of its network ("March 28, 2007 Order");

WHEREAS, on October 27, 2010, in Civil Action No. 3:09-14-DCR, the United States District Court for the Eastern District of Kentucky, Central Division, vacated and declared unlawful the March 28, 2007 Order ("October 27, 2010 Order");

WHEREAS, the Parties are obligated to amend the Interconnection Agreement to bring it into compliance with the October 27, 2010 Order;

WHEREAS, SouthEast Telephone, Inc. filed a voluntary petition for relief pursuant to Chapter 11, Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Kentucky on September 28, 2009;

WHEREAS, along with other assets, the Agreement has been assumed by and assigned to SE Acquisitions, LLC under 11 U.S.C. § 365 and the assumed name of SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

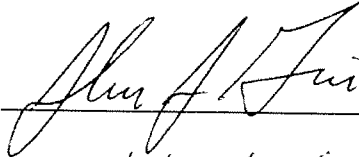
1. In Section 1.1 of Attachment 4, Physical Collocation, delete "and to Adjacent Offsite Collocation arrangements" in the second sentence.
2. Delete Sections 3.5, 3.6 and 3.7 of Attachment 4, Physical Collocation, in their entirety.
3. In Section 12 of Attachment 4, Physical Collocation, delete the last sentence, which reads as follows:

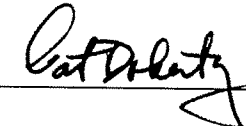
Where SouthEast has placed an Adjacent Arrangement pursuant to Section 3.5, SouthEast shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, AT&T will restore the associated services to the Adjacent Arrangement

4. The Agreement is hereby amended to reflect its assignment and name change from SouthEast Telephone, Inc. to SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky.
5. Once this Amendment is effective, CLEC shall operate with AT&T Kentucky under the SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky name for those accounts. Such operation shall include, by way of example only, submitting orders under SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky and labeling (including re-labeling) equipment and facilities with SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the Commission and shall become effective on the date of last signature executing this Amendment.

SE Acquisitions, LLC d/b/a Lightyear Network
Solutions of Kentucky

BellSouth Telecommunications, LLC d/b/a
AT&T Kentucky by AT&T Services, Inc., its
authorized agent

By: 

By: 

Printed: John J. Greive

Printed: Patrick Doherty

Title: VP/ General Counsel
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: Jan 30, 2012

Date: 1-31-12

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
KENTUCKY	7514	9289	7514

ACNA - SEQ