



Windstream Communications
130 West New Circle Road
Suite 170
Lexington, KY 40505

Daniel E. Logsdon
Vice President, External Affairs
ofc. 859-357-6125
fax. 859-357-6163

January 11, 2007

RECEIVED
JAN 12 2007
PUBLIC SERVICE
COMMISSION

Beth A. O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Agreement of adoption of an approved modified interconnection agreement pursuant
to 47 U.S.C. 252(i)

Dear Ms. O'Donnell,

Please find enclosed two copies of an approved modified Interconnection Agreement between
Windstream Kentucky East, Inc. and Cumberland Cellular, Inc., d/b/a Duo County Telecom.

Please feel free to contact me if you have any questions regarding this agreement.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Logsdon", written over a horizontal line.

Daniel Logsdon



Traci Brunner
Manager – Negotiations

Windstream Communications
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, AR 72212
t: 501.748.6555
f: 501.748.6583
traci.brunner@windstream.com

– Via E-Mail –

November 20, 2006

Daryl L. Hammond, Vice President/Chief Financial Officer
Cumberland Cellular, Inc. d/b/a Duo County Telecom
P O Box 80, 2150 North Main Street
Jamestown, KY 42629
t: 270-343-3131
t: 270-343-6500
dhammond@duotel.com

RE: Agreement of adoption of an approved modified interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Hammond,

Windstream Kentucky East, Inc. ("Windstream") (f/k/a Kentucky Alltel, Inc.) has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Cumberland Cellular, Inc. d/b/a Duo County Telecom ("Duo County") wishes to adopt the terms of the Modified Interconnection Agreement between Kentucky Alltel, Inc. and Brandenburg Telecom, LLC ("Brandenburg") that was approved by the Kentucky Public Service Commission as an effective Agreement in the state of Kentucky (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

- 1. Duo County adopts the Terms of the modified Brandenburg agreement for Interconnection with Windstream and in applying the Terms, agrees that Duo County shall be substituted in place of Brandenburg in the Terms wherever appropriate.**
- 2. Duo County requests that notice to Duo County as may be required under the Terms shall be provided as follows:**

To: Cumberland Cellular, Inc. d/b/a Duo County Telecom
William W. Magruder, President
P O Box 80, 2150 North Main Street
Jamestown, KY 42629
t: 270-343-3131
f: 270-343-6500
magruder@duotel.com

Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

To: Windstream Communications
Wholesale Services
4001 Rodney Parham Road
Mailstop: 1170 B3F03-84A
Little Rock, Arkansas 72212

3. Duo County represents and warrants that it is licensed to provide telecommunications service in Windstream's serving area the state of Kentucky, and that its adoption of the Terms will be applicable to services in Windstream's serving area in the state of Kentucky only.
4. Duo County's adoption of the Brandenburg Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the Brandenburg Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Windstream of the Terms does not in any way constitute a waiver by Windstream of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Duo County's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
7. Duo County agrees that Duo County's adoption of the Brandenburg Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Duo County and Windstream.
8. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
9. Windstream reserves the right to deny Duo County's adoption and/or application of the Terms, in whole or in part, at any time:
 - (A) when the costs of providing the Terms to Duo County are greater than the costs of providing it to Brandenburg;
 - (B) if the provision of the Terms to Duo County is not technically feasible; and/or to the extent Duo County already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);
10. Should Duo County attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Windstream reserves its rights to seek appropriate legal and/or equitable relief.

11. The Parties acknowledge that Windstream is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Windstream is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Windstream Kentucky East, Inc.

William F. Kreutz
(Signature)

William F. Kreutz
(Print Name)

Vice President – Regulatory Strategies
(Print Title)

11/30/06
(Date)

Reviewed and countersigned:

Cumberland Cellular, Inc. d/b/a Duo County Telecom

William W. Magruder
(Signature)

William W. Magruder
(Print Name)

President
(Print Title)

11/21/2006
(Date)