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RECEIVED

MAR 31 2011

PUBLIC SERVICE
COMMISSION

--Via Federal Express --

March 30, 2011

Mr. Jeff R. Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

Re: Amendment to Interconnection Agreement between SE Acquisitions, LLC d/b/a SouthEast Telephone formerly known as South East Telephone, Inc. and Windstream Kentucky East, LLC

Dear Mr. Derouen,

00903-AM 05

Please find enclosed one original and one copy of an executed amendment to the interconnection agreement between Windstream Kentucky East, LLC and SE Acquisitions, LLC d/b/a SouthEast Telephone, f/k/a SouthEast Telephone, Inc. for filing with the Kentucky Public Service Commission. Also enclosed is a pdf version of the amendment on CD.

If you would please ensure filing with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience as well as the subsequent commission approval back to me via email (scott.a.terry@windstream.com) and/or to my address, including mailstop in the address block above.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,


Scott Terry

Enclosures

cc: Carla Reichelderfer – SouthEast Telephone, Inc.

AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT

between
Windstream Kentucky, East, LLC
and
SE Acquisitions, LLC d/b/a SouthEast Telephone
f/k/a SouthEast Telephone, Inc.

This Amendment No. 3 ("Amendment") is made this 21st day of February, 2011 ("Amendment Effective Date"), by and between Windstream Kentucky, East, LLC ("Windstream"), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and SE Acquisitions, LLC d/b/a SouthEast Telephone, f/k/a SouthEast Telephone, Inc. ("SouthEast") (Windstream and SouthEast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

This Amendment covers services in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, SouthEast and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was approved by the Kentucky Public Service Commission in PSC Reference No. 00903 (the "Agreement"); and

WHEREAS, SouthEast and Windstream amended the Interconnection Agreement effective July 9, 2008; and

WHEREAS, SouthEast and Windstream amended the Interconnection Agreement effective August 23, 2010; and

WHEREAS, the amended Agreement is set to expire by its own terms on October 31, 2011; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Section 48.0 of the General Terms and Conditions is replaced in its entirety with the following:

48.0 Territory

This Agreement applies to the exchange serving areas listed below in which Windstream is authorized and operates as an Incumbent Local Exchange Carrier in the Commonwealth of Kentucky. This Agreement shall have no application within any Windstream exchange service areas other than those Windstream exchange service areas listed below.

Included Windstream Exchange Service Areas:

Albany	Evarts	Leatherwood	Owingsville
Ashland	Ewing	Lebanon	Paint Lick
Augusta	Faubush	Lewisburg	Russell
Barbourville	Fernleaf	Liberty	Salt Lick
Berea	Flat Lick	Livinston	Science Hill
Bradfordsville	Flemingsburg	London	Sharpsburg
Brodhead	Garrison	Loretto	Shopville
Brooksville	Germantown	Manchester	Somerset
Bryantsville	Grayson	Mays Lick	Southshore
Burkesville	Greensburg	Meads	Tollesboro
Burnside	Greenup	Monticello	Vanceburg
Campbellsville	Hazard	Morehead	Versailles
Catlettsburg	Hillsboro	Mt. Olive	Vicco
Columbia	Hustonville	Mt. Vernon	Washington
Cumberland	Irvine	Nancy	White Lily
Dover	Jenkins	Nicholasville	Wilmore
E Bernstadt	Johnsville	Olive Hill	
Eubank	Lancaster	Oneida	

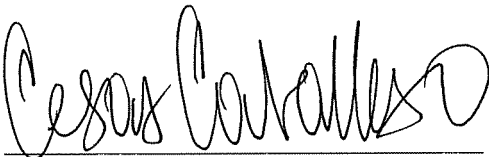
2.0 Miscellaneous Provisions are amended as follows:

- 2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Kentucky East, LLC

By: 

Printed: Cesar Caballero

Title: Vice President – Regulatory Strategy

**SE Acquisitions, LLC d/b/a SouthEast
Telephone**

By: 

Printed: Carla Reichelderfer

Title: President