

Scott Terry
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JUL 29 2008

PUBLIC SERVICE
COMMISSION

--Via Federal Express --

July 28, 2008

Ms. Stephanie Stumbo
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

Re: Amendment to Interconnection Agreement between SouthEast Telephone, Inc. and
Windstream Kentucky East, LLC (f/k/a Windstream Kentucky East, Inc.)

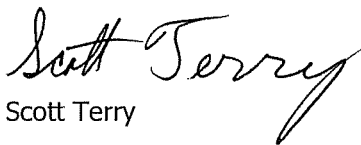
Dear Ms. Stumbo,

Please find enclosed one original and two copies of an executed amendment to the
interconnection agreement between Windstream Kentucky East, LLC and 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: Darrell Maynard – SouthEast Telephone, Inc.

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PUBLIC SERVICE
COMMISSION

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT

between

Windstream Kentucky, East, LLC

and

SouthEast Telephone, Inc.

This Amendment No. 1 ("Amendment") is made this 9th day of July, 2008 ("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 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, the Agreement is set to expire by its own terms on October 31, 2008; 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 4.1 of the General Terms and Conditions is replaced in its entirety with the following:

4.1 The Parties agree to the provisions of this Agreement for a term of forty-two (42) months ("the Term") from the Effective Date of this Agreement. This Agreement will terminate on October 31, 2010 ("the Termination Date").

2.0 Section 9.1.1 of the General Terms and Conditions is replaced in its entirety with the following:

9.1.1 **Billing Disputes**

The disputing Party must submit billing disputes (“Billing Disputes”) to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill unless the disputed bill is paid in full. In the event the disputing Party pays a disputed bill in full and later decides to file a Billing Dispute, the disputing Party must submit the Billing Dispute to the billing Party on the Billing Dispute Form contained in Appendix A within twelve (12) months of the due date of the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party’s bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 30 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date and these charges are no longer considered disputed charges. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

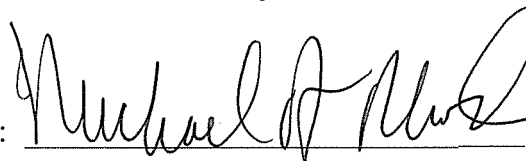
3.0 Miscellaneous Provisions are amended as follows:

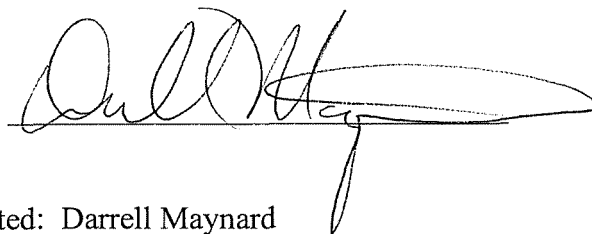
- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment 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.
- 3.2 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.
- 3.3 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.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 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

SouthEast Telephone, Inc.

By: 

By: 

Printed: Michael Rhoda

Printed: Darrell Maynard

Title: Senior Vice President – Government
Affairs

Title: President