

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT is entered into as of July 13, 2006, by and among FAIRPOINT COMMUNICATIONS, INC., a corporation organized under the laws of the State of Delaware ("FRP"), FAIRPOINT COMMUNICATIONS MISSOURI, INC., a corporation organized under the laws of the State of Missouri ("FRP Missouri"), ST LONG DISTANCE, INC., a corporation organized under the laws of the State of Delaware ("ST"; together with FRP and FRP Missouri, the "Buyers"), LOCAL EXCHANGE COMPANY LLC, a limited liability company organized under the laws of the State of Maryland ("LEC"), CASS COUNTY TELEPHONE COMPANY LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Maryland ("CassTel") and LEC LONG DISTANCE, INC., a corporation organized under the laws of the State of Missouri ("CassTel LD"; together with LEC and CassTel, the "Sellers").

WHEREAS, on December 14, 2005, FRP and Sellers entered into an Asset Purchase Agreement ("APA");

WHEREAS, on January 16, 2006, FRP assigned certain of its rights and obligations under the APA to FRP Missouri and ST;

WHEREAS, on May 30, 2006, the Public Service Commission of the State of Missouri ("Missouri Commission") issued an Order Approving Transfer of Assets, Granting Certificates of Service Authority, and Designating FairPoint Communications As An Eligible Telecommunications Carrier in Case No. TM-2006-0306, and, on June 16, 2006, the Corporation Commission of the State of Kansas ("Kansas Commission") issued an Order Approving Stipulation and Agreement and Canceling Certificate Effective Upon the Consummation of the Sale of Exchanges in Docket Nos. 06-CCOT-859-CCS and 06-CTOC-860-CCS (collectively, "Orders");

WHEREAS, on June 29, 2006, the Sellers and the Buyers entered into an Amendment to the Asset Purchase Agreement extending the Drop Dead Date (as hereinafter defined) to July 14, 2006;

WHEREAS, the Buyers and the Sellers will be unable to obtain all authorizations needed to effectuate the sale from the Federal Communications Commission by July 14, 2006, the date on which either party may terminate the APA pursuant to Section 7.1(d) thereof (the "Drop Dead Date");

WHEREAS, the Buyer and the Sellers desire to extend the Drop Dead Date to July 21, 2006; and

WHEREAS, among other things, the Orders authorized the Buyers and Sellers to do and perform such other acts as may be necessary, advisable and proper to fully effectuate the intent and purposes of the APA;

NOW, THEREFORE, in order to effectuate the intent and purposes of the APA, and in consideration of the mutual agreements set forth herein and other valuable consideration, receipt and legal adequacy whereof are hereby acknowledged, the Buyers and Sellers agree to amend the APA as follows:

Section 7.1(d) of the APA is hereby amended by deleting "July 14, 2006" and replacing it with "July 21, 2006."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

FAIRPOINT COMMUNICATIONS, INC.

By: Shirley J. Linn
Name: Shirley J. Linn
Title: Executive Vice President

FAIRPOINT COMMUNICATIONS MISSOURI, INC.

By: Shirley J. Linn
Name: Shirley J. Linn
Title: Executive Vice President

ST LONG DISTANCE, INC.

By: Shirley J. Linn
Name: Shirley J. Linn
Title: Executive Vice President

LOCAL EXCHANGE COMPANY LLC

By: Lynne Park
Name: Lynne Park
Title: MGR

CASS COUNTY TELEPHONE COMPANY LIMITED PARTNERSHIP

By: Lynne Park
Name: Lynne Park
Title: MGR

LEC LONG DISTANCE, INC.

By: Lynne Park
Name: Lynne Park
Title: PRES