

FISCHER & DORITY
PROFESSIONAL CORPORATION

Attorneys at Law
Regulatory & Governmental Consultants

101 Madison, Suite 400
Jefferson City, MO 65101
Telephone: (573) 636-6758
Fax: (573) 636-0383

James M. Fischer
Larry W. DORITY

June 13, 2006

HAND-DELIVERED

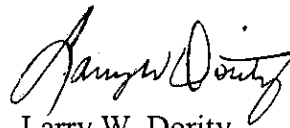
William K. Haas, Esq.
Deputy General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: Case No. TM-2006-0306

Dear Bill:

In conformance with the Commission's Order Approving Transfer of Assets, Granting Certificates of Service Authority, and Designating FairPoint Communications as an Eligible Telecommunications Carrier issued May 30, 2006 in the above-referenced matter, please find attached the original fully executed Agreement between FairPoint Communications, Inc. and FairPoint Communications Missouri, Inc. d/b/a FairPoint Communications. If you have any questions, please feel free to contact me. Thank you.

Sincerely,


Larry W. DORITY

Att:

cc: Michael Dandino, Esq., Office of the Public Counsel
Susan Sowell, Esq., FairPoint Communications, Inc.

AGREEMENT

This Agreement, dated as of June 9, 2006, is entered into among FairPoint Communications, Inc., a corporation organized under the laws of the State of Delaware ("FRP"), and FairPoint Communications Missouri, Inc. d/b/a FairPoint Communications, a corporation organized under the laws of the State of Missouri ("FCM").

WITNESSETH:

WHEREAS, FRP and FCM were Joint Applicants in Missouri Public Service Commission Case No. TM-2006-0306, *In the Matter of the Joint Application of Cass County Telephone Company, Limited Partnership, LEC Long Distance, Inc., d/b/a CassTel Long Distance, FairPoint Communications, Inc., FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, and ST Long Distance, Inc., d/b/a FairPoint Communications Long Distance for Authority to Transfer and Acquire Cass County Telephone Company, Limited Partnership's and LEC Long Distance, Inc.'s Facilities or Systems Located in the State of Missouri; 2) for Issuance of Certificates of Service Authority to FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications and ST Long Distance, Inc., d/b/a FairPoint Communications Long Distance; and 3) to Designate FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications as a Telecommunications Carrier Eligible to Receive Federal Universal Service Support; and*

WHEREAS, in its Order Approving Transfer of Assets, Granting Certificates of Service Authority, and Designating FairPoint Communications As An Eligible Telecommunications Carrier ("Order") issued May 30, 2006 in the above-referenced Case No. TM-2006-0306, the Missouri Public Service Commission ordered the following in Ordered Paragraph 19:

19. If FairPoint Communications, Inc.'s corporate credit rating falls below B+, then FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, must within 30 days provide a report to Staff demonstrating that this event was not caused by an increase in FairPoint Communications, Inc.'s financial risk. If FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, cannot demonstrate to Staff's satisfaction that this downgrade was due to factors other than an increase in FairPoint Communications, Inc.'s financial risk, then FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, must within 30 days provide a report to Staff demonstrating that the downgrade will not have a negative impact upon FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications' continued quality of service to its Missouri customers or cause a reduction in its investment in its basic telecommunications services. In the event that FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, is unable to demonstrate the aforementioned items to Staff's satisfaction, FairPoint


Communications, Inc., shall be required to take the necessary financial action to restore its credit rating within three months, or such other reasonable time if it can demonstrate that three months is unreasonable. FairPoint Communications Missouri, Inc., d/b/a FairPoint Communications, and FairPoint Communications, Inc., shall enter into a contract imposing this obligation upon FairPoint Communications, Inc., and a copy thereof shall be provided to Staff not later than 14 days prior to the closing of the approved transaction. (Order at 9-10).

NOW, THEREFORE, the parties hereto agree as follows:

FRP hereby accepts and assumes the above-referenced obligation as specifically set forth in Ordered Paragraph 19 of the Missouri Public Service Commission's Order issued in Case No. TM-2006-0306, and the parties agree to cause this Agreement to be filed with the Staff of the Commission not later than 14 days prior to the closing of the approved transaction, said closing now contemplated to occur on or about July 3, 2006.

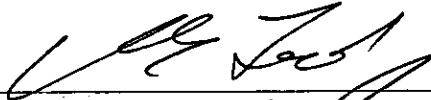
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date above written.

FAIRPOINT COMMUNICATIONS, INC.



By: Walter E. Leach, Jr.
Its: Executive Vice President Corporate Development

FAIRPOINT COMMUNICATIONS MISSOURI, INC.
D/B/A FAIRPOINT COMMUNICATIONS



By: Walter E. Leach, Jr.
Its: Executive Vice President Corporate Development