

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

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)

Case No. TM-2006-0306

NOTICE OF AGREEMENT UNDER ORDERED PARAGRAPH 19

COMES NOW the Staff of the Missouri Public Service Commission and states:

1. Ordered Paragraph 19 of the Commission's Order Approving Transfer of Assets, Granting Certificates of Service Authority, and Designating FairPoint Communications As An Eligible Telecommunications Carrier provides:

19. If FairPoint Communications, Inc.'s corporate 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, 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.

2. In the attached Agreement, FairPoint Communications, Inc., accepts and assumes the above-referenced obligation as specifically set forth in Ordered Paragraph 19.

WHEREFORE, the Staff notifies the Commission that FairPoint Communications, Inc, has contracted with FairPoint Communications Missouri, Inc., to accept the obligation set forth in Ordered Paragraph 19.

Respectfully submitted,

/s/ William K. Haas

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 16th day of June 2006.

/s/ William K. Haas