

**State of New Hampshire  
Public Utilities Commission**

**Docket No. DT 10-025  
FairPoint Communications, Inc., et al.**

**Respondent:** Lisa R. Hood

**Title:** Interim Chief Financial Officer

**RECORD  
REQUEST: FP-24**

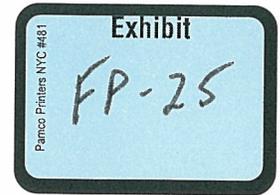
Please provide the amount of the accrual for PAP credits within FairPoint's quarterly financial statements for the period ending September 30, 2009.

**DATED:**

May 24, 2010

**REPLY:**

Approximately \$3.9 million.



State of New Hampshire  
Public Utilities Commission

Docket No. DT 10-025  
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**Respondent:** Lisa R. Hood  
**Title:** Interim Chief Financial Officer

**ORAL DATA**  
**REQUEST: ODR-2**

May FairPoint reject CLEC interconnection agreements up to and including the effective date of FairPoint's emergence from bankruptcy? If so, please provide a citation to the Plan of Reorganization or related Plan documents.

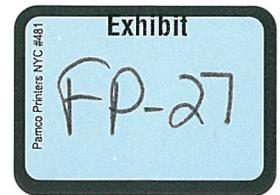
**DATED:**

May 14, 2010

**REPLY:**

Yes, as stated during the technical session, Section 11.1.1 of FairPoint's Plan of Reorganization provides that all contracts that exist between FairPoint and another party will be deemed assumed by FairPoint on the effective date of FairPoint's Plan of Reorganization except (a) contracts that were previously assumed or rejected by order of the Bankruptcy Court, (b) contracts that are subject to a separate motion to assume or reject that is filed and served prior to the effective date of the Plan, or (c) contracts that are specifically designated for rejection on Schedule 11.1(A). Schedule 11.1(A) was filed with the Bankruptcy Court on April 23, 2010.

As explained during the technical session, it is not FairPoint's intent to reject any of the CLECs' interconnection agreements or other agreements related to the provisioning of services. FairPoint's preference is to negotiate a settlement with any CLEC which filed a proof of claim in the bankruptcy court. However, as Mr. Skrivan can explain in more detail, in the event that FairPoint rejects an interconnection agreement with a CLEC prior to the effective date of the Plan, then FairPoint plans to continue to offer the CLEC the same services at the same rates, terms and conditions as contained in the rejected contract pending the parties' entering into to a new interconnection agreement.



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**Docket No. DT 10-025  
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**Respondent:** Kathleen McLean

**Title:** Executive Vice President and  
Chief Information Officer

**RECORD  
REQUEST: FP-27**

Please provide the PAP/C2C metrics associated with EBI which FairPoint does not report, said list to include any penalty bearing metrics.

**DATED:**

May 25, 2010

**REPLY:**

FairPoint currently does not report the following performance metrics associated with the Electronic Bonding Interface (EBI) for Trouble Administration:

PO-2-02-6060 OSS Interface Availability – Prime Time – Maintenance Electronic Bonding

PO-2-03-6060 OSS Interface Availability – Non-Prime Time – Maintenance Electronic Bonding

MR-1-07-6060 % On-time Ticket Closure on Open Bonded Tickets – Electronic Bonding Trouble Administration

MR-1-08-6060 % On-time Create Trouble – Electronic Bonding Trouble Administration

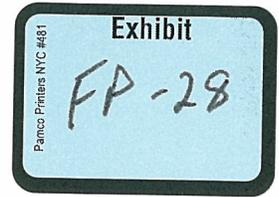
MR-1-09-6060 % On-time Status Trouble – Electronic Bonding Trouble Administration

MR-1-10-6060 % On-time Modify Trouble – Electronic Bonding Trouble Administration

MR-1-11-6060 % On-time Request Cancellation of Trouble – Electronic Bonding Trouble Administration

MR-1-12-6060 % On-time Test Trouble (POTS only) – Electronic Bonding Trouble Administration.

None of these metrics is penalty-bearing. This interface is not used by Comcast Phone of New Hampshire, LLC.



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**Respondent:** Peter G. Nixon

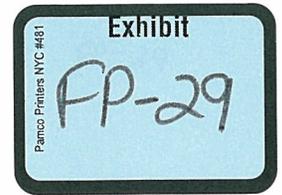
**Title:** President

**RECORD  
REQUEST: FP-28**

With respect to the Notice filed in the Bankruptcy Court on May 24, 2010, on behalf of FairPoint Communications subsidiary Telephone Operating Company of Vermont, LLC, related to the rejection of the lease for the tower and hut located in Williamston, Vermont, does the rejection of the lease impact facilities that provide telecommunication services in New Hampshire?

**DATED:** May 25, 2010

**REPLY:** No. The leased real estate referenced above had contained paging equipment previously removed from the property prior to the rejection of the lease. FairPoint utilized this equipment for internal purposes only and not for the provision of telecommunications services to the ratepayer of New Hampshire.



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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**In re:** : **Chapter 11**  
:   
**FAIRPOINT COMMUNICATIONS, INC., et al.:** **Case No. 09-16335 (BRL)**  
:   
**Debtors.** : **(Jointly Administered)**  
:   
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**ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a) AND 1129 AND  
BANKRUPTCY RULES 3019(a) AND 9014  
REGARDING PLAN CONFIRMATION PROCESS**

Upon consideration of (i) the *Debtors' Modified Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated as of March 10, 2010, as modified on May 7, 2010, and (ii) the *Debtors' Plan Supplement*, dated April 23, 2010, and May 7, 2010, all as they may be subsequently amended or modified in accordance with their respective terms and the Bankruptcy Code ((i) and (ii) collectively, the "Plan"), proposed and filed by FairPoint Communications, Inc. ("FairPoint Communications") and its affiliated debtors, as Debtors-in-Possession<sup>1</sup> (collectively, "FairPoint"); and that, on May 11, 2010, the Court commenced the hearing to consider confirmation of the Plan (the "Phase I Confirmation Hearing"); and upon the arguments of counsel and the evidence proffered and adduced at the Phase I Confirmation Hearing; and the Court having found and determined that the modifications to the Plan and the Plan Supplement that were filed with the Court on May 7, 2010 and/or described on the record at the Phase I Confirmation Hearing (collectively, the "Modifications") do not adversely change the treatment of the claim of any creditor entitled to vote to accept or reject the Plan; and the Court having found and determined that the Modifications are in the best

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

interests of FairPoint, its estates, its creditors, and all parties in interest; and due notice of the Phase I Confirmation Hearing having been provided to holders of Claims against and Equity Interests in FairPoint and other parties in interest, as established by the certificate of service and mailing filed with the Bankruptcy Court (Docket Nos. 972, 1250, 1006 and 1007), and such notice being sufficient, and no further notice being required; and based upon and after full consideration of the entire record of the Phase I Confirmation Hearing; and the Court having considered all objections to confirmation of the Plan (the “Objections”); and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Modifications are approved pursuant to Bankruptcy Rule 3019(a) and the Plan with the Modifications thereto is hereby deemed accepted by all creditors who have previously accepted the Plan.

2. The record of the Phase I Confirmation Hearing is hereby closed.

3. Except to the extent set forth below or in that certain Stipulation and Agreed Order (Docket No. 824, the “Regulatory Stipulation”) among FairPoint and the Maine Public Utilities Commission, the Staff Advocates of the New Hampshire Public Utilities Commission and the Vermont Department of Public Service and/or Vermont Public Service Board, and the Maine Office of the Public Advocate (collectively the “Regulators”), all Objections to confirmation of the Plan that have not been withdrawn or resolved prior to the entry of this Order are overruled in all respects for the reasons set forth in the record of the Phase I Confirmation Hearing, which record is incorporated herein by reference, and all withdrawn objections, if any, are deemed withdrawn with prejudice.

4. No creditor or equity security holder of FairPoint shall be heard with respect to any matter related to confirmation of the Plan except as follows: (a) the Regulatory

Settlements and any and all objections of the Regulators, to the extent provided in the Regulatory Stipulation and to the extent set forth on the record at the Phase I Confirmation Hearing, are hereby reserved for consideration by the Court at a later date (except as to the Court's ruling on FairPoint's compliance with Bankruptcy Rule 3019(a) set forth in paragraph 1 above); and (b) any objections that Verizon Communications Inc. and its affiliates may have to the Litigation Trust Agreement or Section 11.4 of the Plan and any responses thereto are hereby reserved; *provided however*, that Verizon shall provide to FairPoint's counsel by e-mail a list of any section in the Litigation Trust Agreement other than 1.8 to which it objects and the basis for that objection by no later than 12:00 noon Eastern Time on May 14, 2010.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: May 14, 2010  
New York, New York

/s/Burton R. Lifland  
HONORABLE BURTON R. LIFLAND  
UNITED STATES BANKRUPTCY JUDGE