



521 East Morehead Street
Suite 500
Charlotte, NC 28202
704-344-8150
www.fairpoint.com

February 2, 2010
Via Electronic Mail

Mediacom Telephony of Illinois, LLC
Attn: Daniel P. Templin
Group Vice President,
Strategic Marketing and Product Development
100 Crystal Run Road
Middletown, NY 10941

Re: Request for Adoption Under Section 252(i) of the Communications Act

Dear Mr. Templin:

C-R Telephone Company d/b/a FairPoint Communications/C-R Telephone Company ("C-R"), an Illinois corporation with an address for notice c/o FairPoint Communications, Inc. at 521 East Morehead Street, Suite 500, Charlotte, NC 28202, has received correspondence stating that Mediacom Telephony of Illinois, LLC ("Mediacom"), a Delaware limited liability company with a principal place of business at 100 Crystal Run Road, Middletown, NY 10941 wishes, pursuant to 252(i) of the Communications Act of 1934, as amended ("Act"), to adopt the terms of the Interconnection Agreement between Sprint Communications L.P d/b/a Sprint Communications Company, L.P. ("Sprint") and C-R approved by the Illinois Commerce Commission (the "Commission") as an effective agreement within the State of Illinois, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing schedule for C-R is attached hereto as Exhibit A. Please note the following with respect to Mediacom's adoption of the Terms.

1. By Mediacom's countersignature on this letter, Mediacom hereby represents and agrees to the following nine points:
 - a) C-R is a debtor-in-possession operating under Chapter 11 of Title 11 of the United States Code in a bankruptcy case pending before the United States Bankruptcy Court for the Southern District of New York (Case No. 09-16335 (BRL)).
 - b) Mediacom adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that Mediacom shall be substituted in place of Sprint in the Terms wherever appropriate.
 - c) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on C-R or Mediacom that no longer applies to C-R or Mediacom pursuant to (i) any Order by the Commission; (ii) any Order by the Federal Communications Commission; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.

- d) If any part or all of Sprint's interconnection agreement is rejected by C-R during the current bankruptcy case, then Mediacom agrees this adoption agreement and the adoption of the associated Sprint interconnection agreement will terminate within 45 days of that rejection becoming effective and Mediacom shall either request to opt into another interconnection agreement or to negotiate a different interconnection agreement with C-R within that 45-day time period. Should the parties fail to reach an agreement in such time, they agree to continue to operate under the existing agreement until a replacement agreement is effective.
- e) Notice to Mediacom and C-R as may be required or permitted under the Terms shall be provided as follows:

To Mediacom: Ms. Anne Sokolin-Maimon
Vice President, Regulatory Affairs
Mediacom Telephony of Illinois, LLC
100 Crystal Run Road
Middletown, NY 10941
amaimon@mediacomcc.com

With a copy to: Mediacom
Legal Department
100 Crystal Run Road
Middletown, NY 10941

To C-R: Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With a copy to: Shirley J. Linn
General Counsel and Executive Vice President
FairPoint Communications, Inc.
521 East Morehead Street, Suite 250
Charlotte, NC 28202

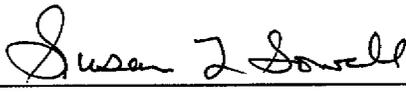
- f) Mediacom represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only.
- g) The Parties agree that the Terms shall supersede and replace in full any and all prior agreements, written, and oral, between Mediacom and C-R for interconnection and other services addressed in the Terms. Any outstanding payment obligations of the parties that were incurred but not fully paid under any prior agreement between Mediacom and C-R constitute payment obligations of the parties under this adoption.
- h) C-R's pricing schedule for interconnection agreements which is attached as Exhibit A hereto, shall apply to Mediacom's adoption of the Terms. Mediacom should note that
-

the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates C-R to provide the subject services and in no way waives C-R's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- i) Mediacom's adoption of the Terms shall become effective on the date the Illinois Commerce Commission approves this agreement. C-R shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Mediacom.
 2. As the Terms are being adopted by Mediacom pursuant to § 252(i) of the Act, C-R does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by C-R of the Terms does not in any way constitute a waiver by C-R of any position as to the Terms or a portion thereof, nor does it constitute a waiver by C-R of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of Mediacom's adoption of the Terms.
 3. Nothing herein shall be construed as or is intended to be a concession or admission by C-R or Mediacom that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and C-R and Mediacom expressly reserve their full rights to assert and pursue claims arising from or related to the Terms.
 4. C-R reserves the right to deny Mediacom's application of the Terms, in whole or in part, upon proving to the Commission that:
 - a) the costs of providing the Terms to Mediacom are greater than the costs of providing them to Sprint; and / or
 - b) provisioning the Terms to Mediacom is not technically feasible.
 5. For avoidance of any doubt, please note that adoption of the terms will not result in reciprocal compensation payments for Internet traffic.
 6. Should either party try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, the other party reserves the right to seek appropriate legal and/or equitable relief.
-

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Mediacom under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding an "Insolvency Proceeding"), then: (A) all rights of C-R under such laws including without limitation, all rights of C-R under 11 U.S.C. § 366, shall be preserved, and Mediacom's adoption of the Terms shall in no way impair such rights of C-R; and (B) all rights of Mediacom resulting from Mediacom's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to C-R pursuant to 11 U.S.C. § 366.

C-R TELEPHONE COMPANY
d/b/a FAIRPOINT COMMUNICATIONS/C-R TELEPHONE COMPANY

By: 
Printed Name: Susan L. Sowell
Title: VP
Date: 2/18/2010

By signing below, Mediacom agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

MEDIACOM TELEPHONY OF ILLINOIS, LLC

By: 
Printed Name: Daniel P. Templin
Title: Group VP, Strategic Marketing and Product Development
Date: 2/4/10

Pricing Attachment



General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Direct Interconnection Facilities:

- | | | |
|----|-------------------------------------|--|
| 1. | Direct Trunk Transport Termination: | |
| | a) DS1 | \$ 94.38 / termination / month |
| | b) DS3 | \$ 525.64 / termination / month |
| 2. | Direct Trunk Transport Facility: | |
| | a) DS1 | \$ 19.14 / mile / month |
| | b) DS3 | \$ 131.77 / mile / month |
| 3. | Non-recurring Installation Charge | \$ 338.00 / Per 24 trunks activated or fraction thereof, per order |

B. Traffic Termination Rate: \$0.0141 / min.

C. Transport Rate \$0.0213 / min.

D. General Charges:

- | | | |
|----|-------------------------------------|--------------------|
| 1. | Service Order Charge (LSR)** | \$ 25.00 / request |
| 2. | Service Order Cancellation Charge** | \$ 12.00 / request |
| 3. | Service Order Change Charge** | \$ 12.00 / request |
| 4. | Expedited Due Date Charge** | \$ 45.00 / request |
| 5. | Technical Labor:** | |

Install & Repair Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 24.57 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 36.85 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 49.13 / ½ hr |

Central Office Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 29.97 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 44.96 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 59.95 / ½ hr |

LNP Coordinator:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 43.32 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 64.99 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 86.65 / ½ hr |

Administrative Support:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 13.65 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 20.47 / ½ hr |
| *Premium Time (outside of schedule work day) | \$ 27.29 / ½ hr |

- | | | |
|----|---|---|
| 6. | Rates and Charges for LNP Coordinated Hot Cut (CHC) | Charged time will be in half-hour increments for the personnel involved in the CHC at the rates in Section 5 above. |
|----|---|---|

* Minimum 4 hours when a technician is called out during Overtime or Premium Time.

** These charges are reciprocal and apply to both ILEC and CLEC.