

FairPoint Communications, Inc.
State of New Hampshire
Docket No. DT 07-011

FAIRPOINT EXHIBIT 16

Respondent: Peter G. Nixon
Title: President

ORAL DATA

REQUEST:
OCA

If after FairPoint has given its notice of readiness it needs to try to revoke that, does that increase the costs of the transition service agreement, or does it add any additional costs for FairPoint? (Preliminary transcript, October 22, 2007, Session 2, p. 78)

Is there any possibility for you to revoke your notice of readiness and delay cutover if you encounter any major problems that would affect operations? (Preliminary transcript, October 22, 2007, Session 3, p. 20.)

DATED: October 22, 2007

REPLY: Section 13.3 of the Transition Services Agreement (the "TSA") provides that the Notice of Readiness for Cutover (the "Notice") is irrevocable. A revocation of that Notice would require the consent of Verizon. There is no provision in the TSA that requires Verizon to consent. FairPoint intends to request that Verizon grant such consent to the revocation of the Notice for good cause if FairPoint has given such Notice in good faith and reimburses Verizon for the incremental costs and all costs payable to third parties, as reasonably determined by Verizon, incurred in preparation for the cutover caused by the issuance and revocation of the Notice.

