Attention: G. William Ruhl, Chief Executive Officer
D&E Communications, Inc.
124 East Main Street
P.O. Box 458
Ephrata, PA 17522
(717) 733-4101 (telephone)
(717) 733-7461 (telecopier)

and

Attention: Timothy Maxwell, Esquire
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
(215) 963-5000 (telephone)
(215) 963-5299 (telecopier)

or to such other persons or addresses as may be designated in writing by the party to receive such notice.

9.8 Entire Agreement; Assignment. This Agreement (including the documents and the instruments referred to herein) and the Confidentiality Agreements (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof, and (b) shall not be assigned by operation of law or otherwise.

9.9 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, other than the right to receive the consideration payable in the Merger pursuant to Article III hereof following the Effective Time, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement; provided, however, that the provisions of Section 6.6 shall inure to the benefit of and be enforceable by the Indemnified Parties.

9.10 Certain Definitions.

(a) As used herein:

(i) **"Company Material Adverse Effect"** shall mean any adverse change in the financial condition, business, assets or results of operations of the Company or any of its subsidiaries which is material to the Company or any of its Significant Subsidiaries, taken as a whole, excluding any changes or effects (i) resulting from general changes in economic, market, regulatory or political conditions or changes in conditions generally applicable to the industries in which the Company and its subsidiaries are involved, (ii) resulting from the execution of this Agreement or the transactions contemplated hereby, or (iii) identified in the Company's 2000 or 2001 operating and capital budget, as amended, and other forecasted

financial information, in each case in the form furnished to Parent in writing prior to the date hereof.

(ii) **"Parent Material Adverse Effect"** shall mean any adverse change in the financial condition, business, assets or results of operations of Parent or any of its Significant Subsidiaries which is material to Parent and its subsidiaries, taken as a whole, excluding any changes or effects (i) resulting from general changes in economic, market, regulatory or political conditions or changes in conditions generally applicable to the industries in which Parent and its subsidiaries are involved, (ii) resulting from the execution of this Agreement or the transactions contemplated hereby, or (iii) identified in Parent's 2000 or 2001 operating and capital budget, as amended, and other forecasted financial information, in each case in the form furnished to the Company in writing prior to the date hereof.

(iii) **"Significant Subsidiary"** shall have the meaning ascribed to it under Rule 1-02 of Regulation S-X of the SEC.

(iv) **"Subsidiary"** shall mean, when used with reference to any entity, any corporation a majority of the outstanding voting securities of which are owned directly or indirectly by such former entity.

(b) The following capitalized terms defined elsewhere in this Agreement are defined in the sections indicated below.

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Cash Consideration	3.1
Cash Election	3.2
Cash/Stock Election	3.2
Ceiling Market Price	3.1
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Company ESPP	4.2
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Company Material Contracts	4.21
Company Option	3.10

Company Option Plan 3.10
Company Preferred Stock 4.2
Company Representatives 6.3
Company Right 3.1
Company Rights Agreement 3.1
Company SEC Reports 4.5
Company Shareholder Approval 4.4
Company Shareholders Meeting 6.10
Company Shares 3.1
Competing Transaction 6.3
Confidentiality Agreements 6.5
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9.11 Obligation of Parent. Whenever this Agreement requires Newco to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause Newco to take such action and a guarantee of the performance thereof.

9.12 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, each of which shall remain in full force and effect.

9.13 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

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

CONESTOGA ENTERPRISES, INC.

By: _____
Name: Albert H. Kramer
Title: President

and

By: _____
Name: John R. Bentz
Title: Chairman

D&E COMMUNICATIONS, INC.

By: _____
Name: Anne B. Sweigart
Title: Chairman & President

D&E ACQUISITION CORP.

By: _____
Name: G. William Ruhl
Title: President