

AMENDMENT TO QWEST LOCAL SERVICES PLATFORM™ (“QLSP™”) AGREEMENT

This amendment (“Amendment”), by and between **Qwest Corporation dba CenturyLink QC (“CenturyLink”)**, a Colorado corporation, and **Granite Telecommunications, LLC (“CLEC”)**, a Delaware limited liability company, amends the QWEST™ Local Services Platform (“QLSP™”) Agreement between the Parties.

WHEREAS, the Parties entered into a QWEST™ Local Services Platform (“QLSP™”) Agreement (now referred to as a CenturyLink™ Local Services Platform (“CLSP™”) Agreement) (the “Agreement”) with an Effective Date of May 6, 2008; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Attachment 2-QLSP® Volume Commitment Plan Service Description to the Agreement is hereby amended by the addition of the following Section 3.3.6 at the end of **Section 3.0 Rates and Charges**:

“3.3.6 Minimum Volume Growth Requirement Rollover. Beginning with the Measurement Period having a Start Date of 11/1/2011, QLSP Volumes added during any Measurement Period that exceed the corresponding Minimum Volume Growth Requirement set forth in the table in Section 3.3.1 will apply towards the immediately subsequent Minimum Volume Growth Requirement. For the avoidance of doubt, it is expressly understood and agreed by the Parties that any such QLSP Volumes in excess of the corresponding Minimum Volume Growth Requirement will apply only to the immediately subsequent Measurement Period and will not carry forward to any other period.

Example: CLEC has 105,477 lines in service on Oct 31, 2010. CLEC has 116,614 lines in service on Oct 31, 2011. QLSP Volume growth during this Measurement Period equals 11,137 lines, which exceeds the Minimum Volume Growth Requirement by 3,137 lines. As a result, 3,137 lines would be applied towards the Nov 1, 2011 to Oct 31, 2012 Measurement Period Minimum Volume Growth Requirement of 8000 lines.”

Effective Date

This Amendment shall be deemed effective upon the latest execution date by the Parties.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including by the documents referred to herein, if any) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter of the Agreement, as amended, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of the Agreement, as amended.

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QWEST LOCAL SERVICES PLATFORM™ (“QLSP™”) AGREEMENT**

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Qwest Corporation dba CenturyLink QC:	Granite Telecommunications, LLC:
By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: _____	By: _____ Name: <u>Rand Currier</u> Title: <u>Chief Operating Officer</u> Date: _____