

September 20, 2016

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Amendment to CenturyLink Local Services Platform (“CLSP”) Agreement
between Qwest Corporation dba CenturyLink QC and Granite
Telecommunications, LLC

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of the Amendment to CenturyLink Local Services Platform (“CLSP”) Agreement between Qwest Corporation dba CenturyLink QC and Granite Telecommunications, LLC, which was submitted for information only to the Commission on November 5, 2013, with an effective date of November 1, 2013.

The Amendment incorporates changes to the term of the agreement.

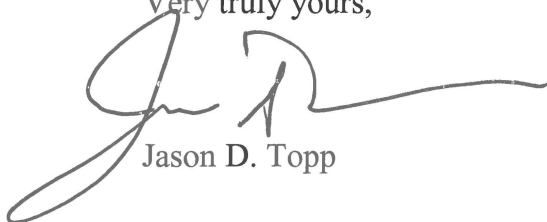
Contact information for Granite Telecommunications, LLC is as follows:

Rand Currier
Granite Telecommunications, LLC
100 Newport Avenue, Extension
Quincy, MA 02171
(866) 847-1500
rcurrier@granitenet.com

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This filing is for informational purposes. We do not believe further Commission action is needed. Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp", with a long horizontal flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: Rand Currier (via email)

AMENDMENT TO CENTURYLINK LOCAL SERVICES PLATFORM (CLSP) 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 CenturyLink Local Services Platform (CLSP) Agreement between the Parties.

WHEREAS, the Parties entered into a CenturyLink Local Services Platform (CLSP) Agreement ("Agreement") with an Effective Date of November 1, 2013; 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

1. Effective Date. This Amendment is effective September 1, 2016.

2. Term. The term of this Agreement as amended begins on the Effective Date and continues through August 31, 2019. CLEC may, no more than twice, request to renew the Agreement for a one (1)-year renewal period, with such renewal terms being from September 1, 2019 to August 31, 2020, and September 1, 2020 to August 31, 2021. Such request must be performed by written request to CenturyLink at least sixty (60) days prior to the expiration of the initial term and/or the first renewal term. If CenturyLink agrees to such request, the Agreement will be extended as discussed herein. (In the event that at the expiration of the Agreement, CLEC has any remaining Customers served under the Agreement, CenturyLink may immediately convert CLEC to an equivalent alternative service at market-based wholesale or resale rates). In lieu of the one-year renewal periods or after August 31, 2021 the term of this Agreement will continue on a month-to-month basis until it is terminated by either Party with at least ninety (90) Days prior written notice or replaced by a successor agreement.

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) 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.

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.

<p>Qwest Corporation dba CenturyLink QC:</p> <p>DocuSigned by: <i>Diane Roth</i></p> <p>By: _____ <small>766DFE6A149A455</small></p> <p>Name: <u>Diane Roth</u></p> <p>Title: <u>Director – Wholesale</u></p> <p>Date: <u>8/29/2016</u></p>	<p>Granite Telecommunications, LLC:</p> <p>DocuSigned by: <i>Rand Currier</i></p> <p>By: _____ <small>6FD5CA724AEF42B...</small></p> <p>Name: <u>Rand Currier</u></p> <p>Title: <u>Chief Operating Officer</u></p> <p>Date: <u>8/25/2016</u></p>
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