

AMENDMENT ONE

**TO THE RESALE AGREEMENT
DATED December 21, 2005**

BETWEEN

CENTURYTEL OF WASHINGTON, INC., CENTURYTEL OF INTER ISLAND, INC., CENTURYTEL OF COWICHE, INC., each of which is now doing business as, and is hereinafter referred to as, "CENTURYLINK"

And

GRANITE TELECOMMUNICATIONS, LLC,

Pursuant to this Amendment (this "Amendment") to the Resale Agreement dated December 21, 2005 (the "Agreement") entered into by and among the Parties set forth above, the Parties hereby agree to amend the Agreement, as the same may have previously been amended or extended by written agreement, to include the following provisions:

1. **Definitions:** All capitalized terms not defined herein shall have the meaning described in the Agreement. The word "including" shall have the same meaning as "including but not limited to".

2. **Filing:** This Amendment will be deemed effective once executed by both parties and shall be filed by CenturyLink with the Washington Utilities and Transportation Commission subject to Section 252(e) of the Federal Telecommunications Act of 1996.

3. **Amendment:** Notwithstanding anything set forth in the Agreement to the contrary, the provisions set forth on Attachment 1 hereto, which is appended hereto and incorporated herein, shall hereafter be given effect on a prospective basis from and after the effective date of this Amendment.

4. **Miscellaneous**

4.1. **Construction:** All of the other provisions of the Agreement shall remain in full force and effect. By signing this Amendment, neither Party waives any rights it may have under the Agreement, and each Party expressly reserves its rights to argue any position it may deem reasonable pursuant to the Agreement as amended hereby.

4.2. **Conflict between this Amendment and the Agreement:** This Amendment shall be deemed to augment the terms and provisions of the

Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern with respect to the subject matter hereof, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.

4.3. **Counterparts:** This Amendment may be executed in one or more counterparts, including by facsimile or other electronic means, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4.4. **Scope of Amendment:** This Amendment shall amend, modify,

and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

**GRANITE TELECOMMUNICATIONS,
LLC**

**CenturyTel of Washington, Inc.,
CenturyTel of Inter Island, Inc., and
CenturyTel of Cowiche, Inc., each of
which is now doing business as,
“CENTURYLINK”**

By: DocuSigned by:
Rand Currier
8FD5CA724AEF42B...
Name: Rand Currier
Title: Chief Operating Officer
Date: 7/7/2011

By: 05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen
Name: L. T. Christensen
Title: Director - Wholesale Contracts
Date: 7/7/2011

Amendment One

Attachment 1:
to

I. ARTICLE I. CENTURLINK NO LONGER REPRESENTS AND WARRANTS THAT IT IS A "RURAL TELEPHONE COMPANY" AS THAT TERM IS DEFINED IN THE ACT, 47 U.S.C. 153.

II. ARTICLE II. WHOLESALE DISCOUNT APPLICABLE TO LOCAL SERVICE RESALE

1.0 Pricing

1.1 Calculation of the Wholesale Discount and the Resulting Resale Rate. The prices charged to Granite for local services shall be calculated as follows:

1.1.1 The Wholesale Discount as specified in Section 3.0 below shall apply to the monthly retail rate of all Telecommunications Services made available for resale except those services excluded from resale or from receiving the Wholesale Discount as set forth in Section 2.0 below or Applicable Law.

1.1.2 The Wholesale Discount dollar amount will be deducted from the monthly retail rate of the Telecommunications Service.

1.1.3 The resulting discounted rate is the monthly resale rate of the Telecommunications Service.

1.2 Promotions. CenturyLink shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any such promotional offering that is made available for resale will be subject to the Wholesale Discount. CenturyLink shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any such special promotional rate will not be subject to and may not be used with the Wholesale Discount. For promotional offerings that are less than ninety (90) days in duration, Granite may choose either the promotional rate or the retail rate after the Wholesale Discount at its discretion. In all cases, in order to obtain a promotional offering, Granite must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. Granite shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

1.3 Nonrecurring Charges. The Wholesale Discount does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyLink's applicable retail Tariffs or Price Lists.

2.0 Limitations and Restrictions on Resale

- 2.1 To the extent consistent with Applicable Law, Granite may resell local services to provide Telecommunications Services to its End User Customers. In addition to the limitations and restrictions set forth in this Section, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.
- 2.2 Promotional Offerings Lasting Less Than 90 Days. The Wholesale Discount does not apply to CenturyLink's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyLink does not make such promotions available as sequential ninety (90)-day promotions. However, Granite may resell CenturyLink promotional offerings that last less than ninety (90) days subject to the terms of Section 1.2 above.
- 2.3 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by Granite under the terms of this Agreement.
- 2.4 Customer-Specific Pricing Agreements. Granite may purchase CenturyLink customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyLink. However, the Wholesale Discount does not apply to such offerings. Where Granite and CenturyLink are competing at retail for the same customer, CenturyLink will calculate the retail price without unreasonable delay.
- 2.5 OS/DA. The Wholesale Discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to Granite's End Users by CenturyLink's OS and DA vendors.
- 2.6 Special Access Services. Granite may purchase for resale special access services; however, the Wholesale Discount shall not apply.
- 2.7 COCOT Coin or Coinless Lines. Granite may purchase for resale COCOT coin or coinless line services; however, no Wholesale Discount applies.
- 2.8 Grandfathered Services. Services identified in CenturyLink's applicable Tariffs or Price Lists that are grandfathered in any manner are available for resale only to End User Customers that already have such grandfathered service. An existing End User Customer may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered

service may not be reinstalled. Subject to the foregoing, grandfathered services are subject to a Wholesale Discount.

2.9 Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by Granite whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User Customer.

2.10 Services provided for Granite's Own Use. Telecommunications Services provided directly to Granite for its own use or for the use of its subsidiaries and affiliates and not resold to Granite's End User Customers must be identified by Granite as such, and does not qualify for Wholesale Discount. Granite will pay CenturyLink's retail prices for such services.

2.11 Access to Certain Parties. Granite shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications carriers or information or internet service providers; provided, however, that Granite may permit its End User Customers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers. Notwithstanding the foregoing, Granite may sell resold local exchange telephone service to an End User Customer who are telecommunications carriers or information or internet service providers if such End User Customers are the retail users of such resold service (e.g. at retail stores, corporate locations or business offices) with the express understanding that such resold service cannot be used by such End User Customers, in whole or in part, to provide Telecommunications Services or any other service to third parties, whether as a component part or as an entire service.

2.12 Volume and/or Term Discounts. Granite may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff or Price Lists. Granite shall not permit the sharing of a service by multiple End User Customer(s) or the aggregation of traffic from multiple End User Customers' lines or locations (including multiple addresses of the same End User) for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Any volume and/or term discount shall be applied first to the retail price, and the Wholesale Discount shall be applied thereafter.

3.0 Wholesale Discount Rate

The Wholesale Discount applicable to Local Service Resale shall be 16.86 %.