



Jason D. Topp
Senior Corporate Counsel - Regulatory
(651) 312-5364

June 4, 2014

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

Re: Amendment Number Four to CenturyLink Local Services Platform ("CLSP")
Agreement between Qwest Corporation dba CenturyLink QC and dishNET
Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC).

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of Amendment Number Four to CenturyLink Local Services Platform ("CLSP") Agreement between Qwest Corporation dba CenturyLink QC and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) ("dishNET"), which was submitted for information only to the Commission on October 26, 2010 with an effective date of October 21, 2010.

The Amendment incorporates additional terms and conditions as set forth in Attachment 1.

Contact information for dishNET is as follows:

Mr. Bill Hunt
Director, Regulatory
DISH Network L.L.C.
9601 S. Meridian Boulevard
Englewood, CO 80112-5905
(303) 723-1712
WilliamP.Hunt@dish.com

Nigel Alexander
Manager
DISH Network L.L.C.
9601 S. Meridian Boulevard
Englewood, CO 80112-5905
nalexander@dishnetwireline.com

Patricia Van Gerpen, Executive Director

Page 2

June 4, 2014

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink that reads "Jason D. Topp". The signature is written in a cursive style with a large, looping initial "J".

Jason D. Topp

JDT/6ardm

Enclosure

cc: Mr. Bill Hunt (via email)
Mr. Nigel Alexander (via email)

**AMENDMENT NUMBER FOUR TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

This amendment (“Amendment”), by and between **Qwest Corporation dba CenturyLink QC (“CenturyLink”)**, a Colorado corporation, and **dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) (“CLEC”)**, a Colorado limited liability company, amends the CenturyLink™ Local Services Platform (“CLSP™”) Agreement (formerly known as “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 October 21, 2010; and

WHEREAS, the terms “CenturyLink” and “CLSP” in this Amendment shall be used in place of, and interchangeably with, the terms “Qwest” and “QLSP”, respectively, in the Agreement; 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

The Agreement is hereby amended by replacing and adding terms and conditions as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace provisions in the Agreement.

Effective Date

This Amendment shall be deemed effective on May 31, 2014.

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.

**AMENDMENT NUMBER FOUR TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") 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: By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>5/30/2014</u>	dishNET Wireline, L.L.C.: By: <u><i>Robert Olson</i></u> Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>5/30/14</u>
---	---

dishNET Holding L.L.C.: By: <u><i>Robert Olson</i></u> Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>5/30/14</u>

**AMENDMENT NUMBER FOUR TO
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") 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: 05E9FC68BD57454... <i>L T Christensen</i> By: <u>DocuSigned By: L T Christensen</u> Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>5/30/2014</u>	dishNET Wireline, L.L.C.: By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>5/30/14</u>
---	--

dishNET Holding L.L.C.: By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: <u>5/30/14</u>
--

**AMENDMENT NUMBER FOUR TO
CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT**

ATTACHMENT 1

The first sentence of Section 3 Term of the Agreement will be replaced with the following sentence:

The term of this Agreement begins on the Effective Date and continues through December 31, 2015.

The following sentence shall be added to the end of 3.3.1 of Attachment 2:

In service lines mean the number of lines billed to CLEC in that calendar month.

The Cumulative Volume Growth Requirements Table in Section 3.3.1 of Attachment 2 to the Agreement will be removed and replaced with the following Table:

Cumulative Volume Growth Requirements Table

Start Date	End Date	Cumulative Growth Req.
May 2012	May 2013	7,337
May 2012	August 2014	19,537
May 2012	May 2015	30,517
May 2012	December 2015	30,517

The following sentence shall be added to the end of 3.3.2 of Attachment 2:

Should CLEC transfer Customers and services covered by this agreement to another provider operating under a CLSP or Resale agreement with CenturyLink, the Parties must mutually agree upon the number of divested CLSP and/or Resold lines as applicable, and the resulting impact to the volume measurement. In no event shall the transfer of the lines be the cause of any Shortfall payment by dishNET to CenturyLink.

The last sentence of Section 3.3.5.1 of Attachment 2 to the Agreement shall be replaced with the following sentence:

For the purpose of measuring the Conversion Ratio for the remaining Measurement Periods under this amended agreement, only those orders issued January 1, 2014 and later shall be counted.