



**Jason D. Topp**  
Associate General Counsel - Regulatory  
(651) 312-5364

September 23, 2014

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

Re: Amendment Number Five 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 Five 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](mailto:WilliamP.Hunt@dish.com)

Mr. Shawn Stickle  
General Manager  
DISH Network L.L.C.  
9601 S. Meridian Boulevard  
Englewood, CO 80112-5905  
[Shawn.stickle@dish.com](mailto:Shawn.stickle@dish.com)

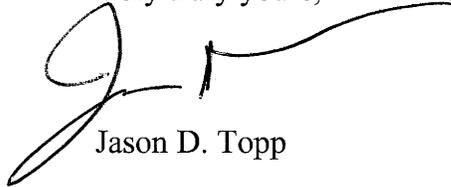
Patricia Van Gerpen, Executive Director

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

Very truly yours,

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

Jason D. Topp

JDT/bardm

Enclosure

cc: Mr. Bill Hunt (via email)  
Mr. Shawn Stickle (via email)

**AMENDMENT NUMBER FIVE 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, pursuant to the terms of Section 3.3.2 of Attachment 2, CLEC has transferred some customers to another entity and 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 July 31, 2014, regardless of the date of execution.

**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 FIVE 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.

<b>Qwest Corporation dba CenturyLink QC:</b>	<b>dishNET Wireline, L.L.C.:</b>
By: _____	By: <u>Robert Olsen</u>
Name: <u>L. T. Christensen</u>	Name: <u>Robert Olsen</u>
Title: <u>Director – Wholesale Contracts</u>	Title: <u>Director</u>
Date: _____	Date: <u>9/22/14</u>

<b>dishNET Holding L.L.C.:</b>
By: <u>Robert Olsen</u>
Name: <u>Robert Olsen</u>
Title: <u>Director</u>
Date: <u>9/22/14</u>

**AMENDMENT NUMBER FIVE 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.

<b>Qwest Corporation dba CenturyLink QC:</b>  DocuSigned by: <i>L. T. Christensen</i> By: _____ 05E9FC688D571E4 Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>9/22/2014</u>	<b>dishNET Wireline, L.L.C.:</b>  By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: _____
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<b>dishNET Holding L.L.C.:</b>  By: _____ Name: <u>Robert Olsen</u> Title: <u>Director</u> Date: _____
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**AMENDMENT NUMBER FIVE TO  
CENTURYLINK™ LOCAL SERVICES PLATFORM ("CLSP™") AGREEMENT**

**ATTACHMENT 1**

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**

<b>Start Date</b>	<b>End Date</b>	<b>Cumulative Growth Req.</b>
May 2012	May 2013	7,337
May 2012	August 2014	15,699
May 2012	May 2015	26,679
May 2012	December 2015	26,679