

**AMENDMENT NUMBER TWO 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 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 be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

**Effective Date**

This Amendment shall be deemed effective on October 1, 2012.

**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.

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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>  By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u>  Date: _____	<b>dishNET Wireline, L.L.C.:</b>  By: _____ Name: <u>Nigel Alexander</u> Title: <u>Manager</u>  Date: _____
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<b>DISH Media Holdings Corporation, as Guarantor:</b>  By: _____ Name: <u>Joseph P. Clayton</u> Title: <u>President and Chief Executive Officer</u>  Date: _____
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**ATTACHMENT 1**

**A new Section 3.3.3.1 of the Agreement will be added and read as follows:**

**3.3.3.1 Waiver of Shortfall Payment for First Year Measurement Period.** The Parties understand and agree that any shortfall charge that may result from CLEC's failure to meet the Cumulative Volume Growth Requirement for the first year of calculation (the period ending on May 31, 2013) shall be waived. This waiver will not have any effect on other calculations of payments and/or credits under this or other agreements.