AMENDMENT NUMBER ONE 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, conditions, and rates, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and 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 May 31, 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.

Qwest Corporation dba CenturyLink QC:	**dishNET Wireline, L.L.C.:**
By: ______________________	By: ______________________
Name: Glen Post	Name: Nigel Alexander
Title: CEO & President	Title: Manager
Date: ______________________	Date: ______________________

DISH Media Holdings Corporation, as Guarantor:
By: ______________________
Name: Joseph P. Clayton
Title: President and Chief Executive Officer
Date: ______________________

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ATTACHMENT 1

Section 3 of the Agreement will be removed in its entirety and replaced with the following:

3. <u>Term</u>. The term of this Agreement begins on the Effective Date and continues through May 31, 2015. Upon expiration of this term, this Agreement will continue on a month to month basis unless terminated by either Party upon at least 30 days written notice pursuant to Section 22 of the Agreement. If either Party does provide notice of termination and subsequent agreement on terms and conditions of a replacement agreement is not reached, CLEC may execute a successor agreement containing CenturyLink's then-standard rates, terms and conditions. If CLEC does not execute a successor agreement, the Parties will work in good faith to establish a reasonable transition period to be completed no more than twelve (12) months after the termination date for those End User Customers receiving the Services on the termination date. The transition plan will include provision of the Services to those End User Customers at CenturyLink's then-standard rates, terms and conditions during such transition period.

A new Section 8.9 of the Agreement will be added and read as follows:

8.9 <u>Financial Performance Guarantee</u>. DISH Media Holdings Corporation ("Guarantor"), an Affiliate of CLEC, hereby guarantees: (a) the faithful performance by CLEC of its financial obligations under the Agreement (including without limitation, any CLEC obligation to indemnify CenturyLink or others), arising after the effective date of Amendment Number One to this Agreement, and (b) the prompt and full payment by CLEC of any and all amounts owing by CLEC under such Agreement, arising after the effective date of Amendment Number One to this Agreement, including any notes and other documents given by CLEC in payment for such Services prior to, concurrent with, or after this date (collectively, the "Guaranteed Indebtedness"). This Guaranty shall be an absolute, continuing and irrevocable guaranty of payment and not a guaranty of collection.

In the event of a nonpayment of any undisputed portion of the Guaranteed Indebtedness, when such indebtedness becomes due, either by its terms under Section 8 of the Agreement or as the result of any early termination of the Agreement, Guarantor shall, on the demand of CenturyLink and without further notice or evidence of nonpayment or dishonor, without any notice having been given to Guarantor prior to such demand of the acceptance by CenturyLink of this Guaranty, and without any notice having been given to Guarantor previous to such demand of the creating or the incurring of such indebtedness, pay the amount of Guaranteed Indebtedness due thereon to CenturyLink. It shall not be necessary for CenturyLink, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against CLEC, or to enforce its rights against any security which shall ever have been given to secure such indebtedness. Upon such demand by CenturyLink, Guarantor will pay to CenturyLink by wire transfer of immediately available funds within thirty (30) calendar days of CenturyLink's notice thereof, such Guaranteed Indebtedness plus any amounts owing for current Services provided to CLEC at the time of said demand. Guarantor acknowledges and agrees that past due Guaranteed Indebtedness shall be deemed due and unpaid in accordance with the terms and conditions of the applicable Agreement between CenturyLink and CLEC.

Section 11 of the Agreement will be removed in its entirety and replaced with the following:

11. <u>Default and Breach</u>. If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement or the CenturyLink Broadband for Resale 2011 Agreement, as amended by the Parties, and such default or violation continues for thirty (30) Days after written notice thereof, the other Party may terminate this Agreement and seek relief in accordance with any remedy available under this Agreement, including without limitation, the Dispute Resolution provisions of Section 25 herein. In addition to the foregoing, CenturyLink may cease to accept orders from CLEC for Services in accordance with Section 8.2 above. The remedies available to each Party pursuant to this Agreement are not to be considered exclusive of one another and will be cumulative. In addition, should CLEC fail to meet the Conversion Ratio requirements in Section 3.3.5.2 of this Agreement, as amended by the Parties, such failure will constitute a material breach of this Agreement and, CenturyLink may at its discretion, terminate this Agreement. If CLEC elects to terminate the CenturyLink Broadband for Resale Agreement without cause, then the Parties agree that CenturyLink may also concurrently terminate this Agreement. The Parties understand and agree that a failure by CLEC to meet the Cumulative Volume Growth Requirements under this Agreement with payment of applicable Shortfall Charges will not be considered to be a default of this Agreement.

Section 3.1 of Attachment 2 to the Agreement will be removed in its entirety and replaced with the following:

3.1 The recurring ("MRC") and NRC rates for CLSP Services and all associated CLSP applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached CLSP Rate Sheets, as amended in the Exhibit A(s), attached to this Agreement. Rates for CLSP Services are in addition to the applicable rates for elements and Services provided under CLEC's ICAs. Applicable intercarrier compensation rates and charges (such as access charges, reciprocal compensation, and other charges for elements and services) are applicable and are provided under a separate Agreement or Tariff.

Section 3.2 of Attachment 2 to the Agreement will be removed in its entirety and replaced with the following:

3.2 CLSP rates Effective Date through Term. Starting on the Effective Date of Amendment Number One to the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the business-class switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and CenturyLink will apply the highest discount rate for which CLEC qualifies. Basic Plan MRCs will apply if CLEC does not qualify for any discount.

3.2.1 **90% Year over Year ("YOY") Volume Retention Plan:** If the number of CLEC's CLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC's CLSP total lines as of October 31 of the preceding year, CLEC will qualify for a 10% discount off of the Business Port MRCs applicable during the next calendar year.

3.2.2 Intentionally Left Blank.

3.2.3 Intentionally Left Blank.

3.2.4 **115% YOY Volume Growth Plan:** If the number of CLEC's total CLSP lines as of October 31 of each year equals or exceeds 115% of the sum of CLEC's total CLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand five hundred (1,500) CLSP lines, CLEC will qualify for a 30% discount off of the Business Port MRCs applicable during the next calendar year.

Section 3.3 of Attachment 2 to the Agreement will be removed in its entirety and replaced with the following:

3.3 CLSP Minimum Volume Growth and Cumulative Volume Growth Requirements Calculation and Shortfall Charge.

3.3.1 **Measurement Period.** After the effective date of Amendment Number One to this Agreement ("Amendment Effective Date"), CLEC must meet the "Cumulative Volume Growth Requirement" shown in the Cumulative Volume Growth Requirements Table as measured on each applicable "End Date". On each End Date, CenturyLink will calculate CLEC's CLSP total in service lines purchased under this Agreement and lines purchased under the resale provisions of the Parties' Interconnection Agreements at the Working Telephone Number ("WTN") level ("CLSP Volumes") as of the "Start Date" and as of the applicable End Date. The period between the Start Date and each End Date is the "Measurement Period".

Cumulative Volume Growth Requirements Table

Start Date	End Date	Cumulative Growth Req.
Amendment Effective Date	1 Year after Amendment Effective Date	13,420
Amendment Effective Date	2 Years after Amendment Effective Date	25,620
Amendment Effective Date	3 Years after Amendment Effective Date	36,600

3.3.2 **CLSP Volumes.** For purposes of calculating CLEC's total CLSP Volumes for each Measurement Period, CenturyLink will include all CLEC CLSP lines in service under this Agreement and residential lines ordered under the resale terms of the Parties' Interconnection Agreements, as may be adjusted according to Section 3.3.5.1. If CLEC is involved in a merger and acquisition, the acquired party's CLSP lines will not be governed by this Agreement, and the CLSP Volume calculation will not include such acquired party's CLSP lines in service, but the Parties understand and agree that they will work in good faith to enable a reasonable transition of such acquisitions. Any such transition must include a mutually agreed upon amendment to this Agreement that would adjust Cumulative Volume Growth Requirements and Conversion Ratio on a pro-rata basis to account for the inclusion of CLSP lines resulting from such acquisitions.

3.3.3 **Shortfall Calculations.** If CLEC fails to meet the Cumulative Volume Growth Requirement for a particular Measurement Period, CLEC must pay CenturyLink a shortfall charge according to the terms of this Agreement regarding payment, calculated as follows:

The Cumulative Volume Growth Requirement minus [the sum of the CLSP Volumes on the End Date minus the CLSP Volumes on the Start Date] multiplied by $126.00 per line.

Example: CLEC has 1,000 lines in service on the Amendment Effective Date. CLEC has 13,920 lines in service on May 31, 2013. Growth during this Measurement Period equals 12,920 lines, which equals a 500-line shortage under the 13,420 Cumulative Volume Growth Requirement for the Measurement Period. CLEC will then be invoiced a Cumulative Volume Commitment Shortfall Charge of $63,000, payable according to the normal payment terms of the Agreement.

3.3.4 **Agreement Early Termination Charge.** The Parties acknowledge and agree that in the event this Agreement is terminated by CenturyLink pursuant to the terms of Section 11 of this Agreement or is terminated by CLEC without cause, CenturyLink will suffer damages including but not limited to CenturyLink's loss of revenue due to the net discounted rates granted under this Agreement in return for CLEC agreeing to the Cumulative Volume Growth Requirements, resulting in revenue lost by termination prior to the expiration of the Term. The Parties further acknowledge and agree that such damages are not capable of precise determination and would be difficult to establish. Accordingly, except as stated in Section 3.3.5.1, the Parties agree that the following damages to be paid by CLEC to CenturyLink upon such termination are liquidated damages, and not a penalty, and are a reasonable estimate as of the Effective Date of the applicable damages CenturyLink will incur: the Cumulative Volume Growth Requirement applicable to the time periods after such termination date multiplied by $126.00 per line, multiplied by the number of years left in the Term, including a pro rata portion such $126.00 multiplied by partial years following such termination.

3.3.5 **Conversion Ratio.** The Parties understand and agree that, in offering the rates and accompanying terms and conditions under this Agreement, CenturyLink made certain assumptions in CLEC's sales volumes to End User Customers not currently receiving the analogous retail services from CenturyLink compared to sales volumes of End User Customers who would move from CenturyLink retail services to CLEC. Thus, CenturyLink and CLEC agree that, as part of the consideration for CLEC's receipt of Services under the rates, terms and conditions of the Agreement, CLEC agrees that, during the term of this Agreement, at least 60% of the End User Customers receiving the Services and/or receiving services under the CenturyLink Broadband for Resale Agreement, as amended by the Parties, will not be receiving any analogous services from CenturyLink at the time that CLEC begins serving the applicable End User Customer pursuant to this Agreement (a, "New Signup"). CLEC also agrees that no more than 40% of the End User Customers receiving the Services and/or receiving services under the CenturyLink Broadband for Resale Agreement, as amended by the Parties, are receiving analogous services from CenturyLink at the time that CLEC begins serving the applicable End User Customer pursuant to this Agreement or the CenturyLink Broadband for Resale Agreement, as applicable (a, "Conversion").

3.3.5.1 **Calculation of Conversion Ratio.** CLEC and CenturyLink will implement a mutually agreed upon process for designating New Signups and Conversions when CLEC submits orders under this Agreement, the resale provisions of the Parties' Interconnection Agreements and the CenturyLink Broadband for Resale Agreement, as amended by the Parties. Based on the designation process, CenturyLink will, at each End Date, calculate the number of Conversions from the Effective Date of Amendment Number One to the Agreement to the applicable End Date and divide that number by the total number of End User Customers who have begun to receive the Services and/or services under the CenturyLink Broadband for Resale Agreement during the applicable Measurement Period and multiply by one hundred percent (100%), using a count of unduplicated End User Customers. The result of that calculation will be referred to as the, "Conversion Ratio." If the Conversion Ratio is more than 40% in any Measurement Period, for those End User Customers that are Conversions instead of New Signups that increase the Conversion Ratio to more than 40%, CenturyLink will track any purchases associated with those End User Customers under this Agreement and remove such associated purchases from being counted towards CLEC's Cumulative Volume Growth Requirement for the applicable End Date.

3.3.5.2 **Termination for Conversion Ratio.** Upon any End Date, should the Conversion Ratio be more than 45%, the Parties understand and agree that such event will be a material default of this Agreement under the terms of Section 11 of the Agreement. CenturyLink, may, at its discretion, provide written notice of termination of this Agreement in accordance with Section 11 of the Agreement, with the exception that no period for cure, as may be required in Section 11, applies to this material default. The Parties further understand and agree that any termination by CenturyLink pursuant to this Section 3.3.5.2 will not trigger payment of the Early Termination Charge in Section 3.1.4.

3.3.5.3 **Quarterly Review of Conversion Ratio.** The Parties understand and agree that, beginning three (3) months after the Effective Date of Amendment Number One to this Agreement and continuing on a quarterly basis thereafter, the Parties will meet to review CLEC's performance under this Agreement. Should CLEC's Conversion Ratio in any such quarter be more than 40%, CenturyLink and CLEC will develop a plan to promptly bring CLEC into compliance with the Agreement.

The Rate Sheet will be amended with the rates in Exhibit A to this Attachment 1 superseding the applicable rates in the Rate Sheet.