



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

April 8, 2013



Mr. Darrell Nitschke  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Service Performance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Service Performance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) for the State of North Dakota.

Contact information for dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) 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)

Ms. Christina Neher  
Chief Operating Officer  
Liberty-Bell Telecom, LLC  
2460 West 26th Avenue, Suite 380-C  
Denver, CO 80211  
(303) 831-1977  
[cneher@libertybelltelecom.com](mailto:cneher@libertybelltelecom.com)

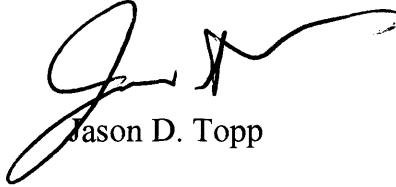
Mr. Darrell Nitschke

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Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Mr. Bill Hunt (via email)  
Ms. Christina Neher (via email)

**Service Performance Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC)  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement 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. CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of North Dakota, that was approved by the Commission in 2010; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of 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 the following paragraph:**

20.3 Effective October 1, 2012, and continuing for as long as the Parties' CLSP Agreement as amended effective May 31, 2012 continues to exist, as an exception to the measurements set forth in the Performance Indicator Definitions (Exhibit B, "PIDs") and Performance Assurance Plan (Exhibit K, "PAP"), transactions involving Resale products and their impacts on PID performance results will not be included in PID performance results and PAP payment calculations.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2012.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain 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 Parties' authorized representative. 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 the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects 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 subjects of the Agreement as amended.

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.

**dishNET Wireline, L.L.C.**  
**(f/k/a Liberty-Bell Telecom, LLC)**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Nigel Alexander*  
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*L T Christensen*  
DocuSigned By: L T Christensen

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Signature

\_\_\_\_\_  
Signature

Nigel Alexander  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

Manager  
Title

Director – Wholesale Contracts  
Title

4/2/2013

4/4/2013

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date